SPECIAL WARRANTY DEED

STATE OF TENNESSEE
COUNTY OF WILLIAMSON
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $64,513.16

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 23rd DAY OF JANUARY, 2003

Notary Public

My Commission Expires: 7-17-06
(AFFIX SEAL)

ROBERT J. WOODSIDE * TN NOTARY PUBLIC AT LARGE WILLIAMSON CO.

Davidson County DEEDWARR
Recvd: 01/23/03 10:19 2pgs
Fees:13.00 Taxes:238.70

20030123-0009661

THIS INSTRUMENT WAS PREPARED BY

SETTLEMENT SERVICES OF TENNESSEE, LLC, 121 FIRST AVE. SUITE 210, FRANKLIN, TENNESSEE 37064 (615) 591-1156

Address of New Owners As Follows:
NVR, Inc T/A FOX RIDGE HOMES
5115 Maryland Way, Suite 300
Brentwood, TN 37027

Send Tax Bills To:
SAME

Map Parcel No.
173-15-0-A Parcel 100
173-15-0-A Parcel 126

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, **MILL RUN, LLC, A TENNESSEE LIMITED LIABILITY COMPANY**, hereinafter called Grantor have bargained and sold, and by these presents do transfer and convey unto **NVR, Inc. T/A FOX RIDGE 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.

Being Lot No. 100 and 126 on the final plan of Mill Run Subdivision, Phase 2, (Cluster Lot Development) of record in Instrument No. 20011009-0109754 and as amended by Instrument Number 20020605-0067914 and Instrument No. 20020605-0067915, 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 Mill Run, LLC, by warranty deed from Billy Ray Huffman and Randy Huffman and Rhonda Lehmer of record in Book 11443, Page 955, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to:

Taxes for the year 2003 and subsequent years, a lien which are now due and payable.

All matters of record in Instrument No. 20011009-0109754 and as amended by Instrument No. 20020605-0067914 and Instrument No. 20020605-0067915, Register's Office for Davidson County, Tennessee.

Restrictions contained in instrument of record in Book 11675, page 472, By-Laws attached to Exhibit "B" in Book 11675, page 497, amendment recorded in Instrument No. 20000215-0015152 and Instrument No. 20020701-0079016, Register's Office for Davidson County, Tennessee.

Transmission Line Easement of record in Book 3933, page 359, Register's Office for Davidson County, Tennessee.

Easement of record in Book 10448, page 188, Register's Office for Davidson County, Tennessee.

Charter & Articles of Homeowners Association of record in Instrument No. 19991207-0300674, said Register's Office.

Conveyance of open spaces and common areas of record in Instrument No. 20000217-0016180 and Instrument No. 20010608-0060668 and Instrument No. 20011009-0109754 and Instrument No. 20011219-0139981, Register's Office for Davidson County, Tennessee.

Landscape Agreement of record in Instrument No. 20010405-0033587, said Register's Office.

Storm Water Detention agreement of record in Instrument No. 20010405-0033586, said Register's Office.

Easement of record in Instrument No. 20011024-0116286, said Register's Office.

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.

unimproved: (X)
This is improved: ( ) property, known as **Lot 100 and 126 Mill Run, Phase 2, Nashville, TN.**

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.

Grantor does hereby covenant with Grantee that Grantor has not made, done, executed, allowed or suffered any act, instrument or thing whatsoever whereby said land, or any part thereof, now or at any time hereafter shall be charged or encumbered in any manner whatsoever; and Grantor does further covenant and bind itself, its successors and representatives, to warrant and forever defend the title to said land to said Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through or under said Grantor, but not otherwise.

Witness MY HAND 22ND day of January, 2003.

MILL RUN, LLC

G. Allen Patton, Chief Manager
Lot 100 and 126 Mill Run, Phase 2

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared G. Allen Patton, 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 Chief Manager of Mill Run, LLC, a limited liability corporation, the within named bargainors, and that he as such Chief Manager of Mill Run, LLC, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Chief Manager of Mill Run, LLC.

Witness my hand and official seal at Brentwood, Tennessee, this 22ND day of January, 2003.

Notary Public

My commission expires: 7-17-06

ROBERT J. WOODSIDE NOTARY PUBLIC AT LARGE WILLIAMSON CO. TN