Davidson County DEEDWARR
Recvd: 12/09/03 09:06 5pgs
Fees:28.00 Taxes:370.00
20031209-0176198

PREPARED BY:
COMMONWEALTH TITLE AGENCY OF NASHVILLE, INC.
333 GALLATIN ROAD SOUTH
MADISON, TN 37115

WARRANTY DEED

THIS INDENTURE is made and entered into this **1st** day of **December, 2003, by and between THOMAS E. STEWART, TRUSTEE, WITH FULL POWER TO SELL, TRANSFER, CONVEY OR MORTGAGE, WITHOUT JOINDER OF BENEFICIARY, hereinafter called Grantor, and JAMES RAY MULLINS, UNMARRIED, hereinafter called Grantee.**

W I T N E S S E T H: That for and in consideration of Ten Dollars ($10.00) and other good and valuable considerations, the receipt of which are hereby acknowledged, THOMAS E. STEWART, TRUSTEE, WITH FULL POWER TO SELL, TRANSFER, CONVEY OR MORTGAGE, WITHOUT JOINDER OF BENEFICIARY, Grantor, does hereby bargain, sell, transfer and convey unto JAMES RAY MULLINS, UNMARRIED, hereinafter referred to as Grantee, his successors, heirs and assigns, all of that certain real estate located in DAVIDSON County, Tennessee, being more particularly described in Exhibit "A", which is attached hereto and incorporated herein by reference, together with all right, title and interest of Grantor in and to all buildings and fixtures located on said real estate, and any easements and rights-of-way adjoining or abutting said real estate and any covenants and other rights appurtenant thereto (collectively, the "Property"). This conveyance of the "Property" and all covenants and warranties contained herein, are made expressly subject to the exceptions and other matters set forth in Exhibit "B", which is attached hereto and incorporated herein by reference.

This is unimproved property known as 27.93 ACRES+-, WILKERSON ROAD, JOELTON, TN.

TO HAVE AND TO HOLD said land with the appurtenances, hereditaments, estate, title and interest unto Grantees, his successors, heirs and assigns forever. The Grantor covenants and agrees with the said Grantee that Grantor is lawfully seized and possessed of the said real estate and that Grantor has a good and lawful right to sell the same. The Grantor further covenants that the same is unencumbered except as otherwise set forth in Exhibit "B".

Grantor further covenants and binds himself and his successors and assigns, to warrant and forever defend the title to said Grantee, his successors, heirs and assigns, against the lawful claims of all person whomsoever.

THERE IS A 50-FOOT STRIP OF LAND on the north side of Grantor's remaining property and the south side of the Kinser tract which upon the execution of the herein deed will be owned in fee simple by by the Grantee herein and Grantor hereby reserves an easement for the use and benefit of balance of Grantor's property and the subject property whereby it will house a common private road and utility easement. Where the 50-foot strip abuts to Wilkerson Road, a portion of the road will be used for a subdivision entrance, signs and landscaping by Grantor, his successors, heirs and assigns, a central mailbox facility, bus stop shelter and a gated community entrance. It is the intent for the entire Esquire Mini-Farm Subdivision which includes the subject property and the balance of Grantor's property except for the 'reserve' property in the rear, to be a gated community with all tracts having access to their property via the private road to be built by Grantor, which road is to be maintained by the Esquire Mini-Farms Subdivision and to be subject to the restrictions attached hereto as Exhibit "C". Overall tract plat and final restrictions will survive this conveyance.

WITNESS the hand and seal of Grantor on the day and year first above written.

Thomas Stewart, Trustee

THOMAS E. STEWART, TRUSTEE

INDIVIDUAL
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public of said County and State, THOMAS E. STEWART, TRUSTEE, WITH FULL POWER, the within named bargainor(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

Witness my hand, at office, this **1st** day of December, 2003.

Notary Public

KRISTIE S. TAYLOR NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENNESSEE

My Commission Expires: 07-29-06

Name and Address of Property Owner:

JAMES RAY MULLINS, UNMARRIED
327 OAK MEADOW LANE
MT. JULIET, TN 37122

Property Address:

27.93 ACRES+-, WILKERSON ROAD -
JOELTON, TN

Person Responsible for Taxes:

SAME

Map & Parcel #: MAP 9, P/O PARCEL 27

AFFIDAVIT OF VALUE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

I hereby swear or affirm that the actual consideration for this transfer, or value of the property or interest in property transferred, whichever is greater is **$100,000.00** which amount is equal to, or greater than, the amount which the property, or interest in property transferred, would command at a fair and voluntary sale.

Affiant

Sworn to and subscribed before me, a Notary Public, this **1st** day of **December, 2003.**

Notary Public

KRISTIE S. TAYLOR NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENNESSEE

My Commission Expires: 07-29-06

RETURN TO:

COMMONWEALTH TITLE AGENCY OF NASHVILLE, INC.
333 GALLATIN ROAD SOUTH
MADISON, TN 37115

EXHIBIT 'A'

Land in the First Councilmanic District of Davidson County, Tennessee and being described according to a survey by J. Bruce Rainey, Surveyor # 823 dated September 12, 2003 and revised 12/01/03 and known as Job No. 030166 as follows:

Beginning at an existing iron pin, said point of beginning being the Northwest corner of this tract and also being the Southwest corner of the Max J. Young property of record in Book 6895, page 422 R.O.D.C.,Tn., and also being in the line of the State of Tennessee property of record in Book 3641, page 564 R.O.D.C.,Tn.; thence with the line of Young S72°03'36"E 130.90' to an iron pin set; thence S80°03'08"E 148.66' to an existing iron pin; thence S78°45'32"E 138.80' to an existing iron pin; thence S60°41'34"E 64.05' to a 16" Oak Tree; thence S76°13'56"E 27.99' to an iron pin set; thence N62°05'17"E 38.61' to a 34 Oak Tree; thence S33°36'38"E 11.24' to a 34" Oak Tree; thence N85°24'43"E 112.73' to an existing iron pin; thence leaving Max Young and with the line of James Mullins property of record in Book 7166, page 392 R.O.D.C.,Tn., S88°29'35"E 644.79' to an existing iron pin; thence S76°54'02"E 46.28' to an existing iron pin; thence S59°56'32"E 242.65' to a fence corner ; thence leaving Mullins and with the line of John Wilson Kinser property of record in Book 5079, page 173 R.O.D.C.,Tn. S23°34'40"W 794.44'' to an iron pin set; thence continuing with Kinser N86°02'15"E 465.90' to an existing iron pin; thence S81°55'55"E 396.62' to an existing iron pin; thence leaving Kinser and severing the Stewart property of which this is a part and continuing S81°55'55"E 109.92' to a PK nail set in the center of Wilkerson Road; thence with the centerline of Wilkerson Road S21°08'52"W 51.33' to a PK nail set in the center of the said Road; thence leaving said Road N81°55'55"W 489.65' to an iron pin ; thence S86°02'15"W 468.84' to an iron pin ; thence N75°19'17"W 508.21' to an iron pin ; thence N14°40'43"E 50.00' to an iron pin; thence N75°19'17"W 1136.11' to an iron pin set in the line of the said State of Tennessee property; thence with the State of Tennessee N27°44'53"E 665.00' to the point of beginning, containing 27.93 acres more or less.

BEING the same property conveyed to THOMAS E. STEAWRT AND ROBERT EDWARDS, as Co-Trustees with full power to sel, transfer, convey or mortgage, without joinder of beneficiary by Warranty Deed from Carson C. Driver, Jr., et al, of record in Book 5345, page 602, said Register's Office, the said Robert Edwards having subsequently resigned as Co-Trustee leaving the said Thomas E. Stewart as sole trustee by instrument of record in Instrument No. 20031114-0166458, said Register's Office; and the said Robert Edwards having further conveyed hsi rights as a trustee and his right, title and interest in and to said property as a beneficiary, to THOMAS E. STEWART, INDIVIDUALLY AND THOMAS E. STEWART, TRUSTEE, WITH FULL POWER TO SELL, TRANSFER, CONVEY OR MORTGAGE, WITHOUT JOINDER OF BENEFICIARY, by QUITCLAIM Deed and Assignment of record in INSTRUMENT NO. 2031114-0166460, Register's Office for DAVIDSON County, Tennessee.

EXHIBIT 'B'

1. All REAL PROPERTY taxes for the year 2004 and subsequent years, A LIEN, not yet due and payable (MAP 9, P/O PARCEL 27).
2. All matters as set forth on the survey of Bruce Rainey & Associates, dated SEPTEMBER 12, 2003, AS REVISED.

3. Restrictions as contained in the herein deed in Exhibit "C" attached hereto.

4. Easement reserved to Grantor in the herein Deed.

EXHIBIT 'C

ESQUIRE FARMS RESTRICTIONS

The following are the proposed property restrictions for the Joelton Farm to be cut up into tracts by Thomas E. Stewart.

1. The restrictions are to last for 25 years and can only be changed by 60% of the tract owners, subject to the restrictions.
2. The developer is to install a fence consisting of vinyl material along the front of the property after cleaning the fencerows.
3. The developer will build a subdivision entrance adjacent to the bridge going over the creek on the north side, and then at the north end of the property frontage.
4. There will be a horseshoe drive from point to point of the entrance and exit at each of the two subdivision entrances, which will be a common easement for all tracts to use.
5. Each tract will have a 50' frontage owned in fee simple and will get their utilities from Wilkerson Road, unless there is common use of electric lines and poles.
6. The houses will have a minimum square footage of 2000 square feet with a normal pitched roof for custom built homes; a minimum of 2 full baths with at least a ½ bath on each floor; 2 car attached garages; a masonry foundation with smooth brico blocks not being allowed; the exterior will consist of brick, stone, natural wood, log, or other masonry except the gables and any portion that extends out over the normal exterior whereby there is not underlying foundation for brick or the other type construction material. If any vinyl is used it shall consist of the old natural size and dimension of clapboard. If vinyl is used no house shall be more than one-third vinyl.
7. The valley tract on the south side of the Mullins tract can be less than the 2000 square feet specified and can be of cottage/log cabin quaint design due to the fact that the terrain make for building limitations.
8. If a majority approves, this will be a gated community with a security gate at the entrance and exit.
9. Animals and barns will be permitted, with the exception of a prohibition against cows or cattle of any kind, pigs, hogs, chickens, geese and ducks, unless the geese and ducks are on a pond or lake.
10. An association will be formed whereby all of the tracts except the rear recreational tract, which will be described later, will be charged pro rata on a per tract basis for the maintenance and upkeep of the horseshoe common road, however the developer will put down a rock base and tar and chip the common easement. This will be the ingress and egress for all the tract development so that they do not have to use their 50' frontage right a way. The common easement will have security lights, which will be paid for by the association. The association will also be responsible for all easements, public roads, headwalls, common area lighting of any type, common area landscaping and drainage ditches.
11. The developer will reserve acreage at the rear of property with 50' frontage at the south end at Wilkerson Road for recreational purposes and it shall not be subject to the above restrictions or pro rata cost for the common road or gated entrance except it will pay a pro rata part to its property. This tract shall not be part of the Esquire farms restriction and shall not have a vote in the association, except for the common easement elements. The property shall be subject to any assessments that it is obligated for on common easement obligations, if any.
12. Hunting restrictions on Esquire Farms will be decided by the developer until such a time as 60% of the houses have been developed, and then will be permitted only with the approval of 60% of the association.
13. All parties will subscribe to all local, State and Federal laws, rules and regulations.

14. The association must approve the housing plans after 50% have been developed; before that time the developer must approve the building plans, however, approval is not to be unreasonably withheld and the standards are not to be capricious, unusual, arbitrary, but rather all in keeping for a nice, gated, farm like community.

These restriction are covenants running with the land and are binding upon the heirs, successor and assigns, and should not be amended, abated or modified unless 60% of the tract owners approve, however the recreational tract cannot be amended, abated or modified without the owners consent as it is not part of the restrictions, except for having ingress and egress to get to the rear of the property if it is so designed.