STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

The actual consideration or value, whichever is greater, for this transfer is $ 50.00 .

Sharon Patterson
Affiant

Subscribed and sworn to before me, this the 16th day of July, 2004.

Katherine Goodson
Notary Public

My Commission Expires: 5-[illegible]-07

BOX #14A

G#2600-2
THIS INSTRUMENT PREPARED BY:
JOHN T. COOK, ATTORNEY AT LAW
JOHN T. COOK, P.C.
2927 Berry Hill Drive
Nashville, Tennessee 37204

MAP 180-00-0
Part of PARCELS 039 & 050

KATHERINE GOODSON NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

ADDRESS NEW OWNER AS:

Stone Creek Park Homeowners Association, Inc.
c/o Gasser Property Management
P. O. Box 1238
Nolensville, TN 37135

SEND TAX BILLS TO:

"NEW OWNER"

Davidson County DEEDWARR
Recvd: 07/19/04 09:19 3pgs
Fees:17.00 Taxes:0.00
20040719-0085622

# W A R R A N T Y D E E D

***IN ACCORDANCE*** with the Declaration of Covenants, Conditions, and Restrictions, of record in Book 10324, Page 365, and as supplemented and amended, in the Register's Office for Davidson County, Tennessee, previously executed by the Grantor herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **GILLESPIE LAND DEVELOPMENT, L.L.C., a Tennessee corporation**, hereinafter called the "**Grantor**", has bargained and sold, and by these presents does transfer and convey unto **STONE CREEK PARK HOMEOWNERS' ASSOCIATION, INC., a not-for-profit corporation**, hereinafter called the "**Grantee**", its successors and assigns, certain tracts or parcels of land in Davidson and Williamson County, Tennessee, described as follows, to-wit:

ALL "Open Space" or "Common Area" as shown on the Plan of Stone Creek Park, a Planned Unit Development, Section 1A, as of record in Book 9700, Page 329, and Section 1B, as of record in Book 9700, Page 389, and Section 1C, as of record in Book 9700, Pages 469 and 470, if any, and Section 2A, as of record in Book 9700, Page 669, if any, and Section 2B, as of record in Book 9700, Pages 793 and 794, and Section Three, as of record in Book 9700, Page 956, and, Section Four, as of record in Instrument No. 20010619-0064557, all of record in the Register's Office for Davidson County, and said Section Four also being of record in Plat Book 32, Page 33, Register's Office for Williamson County, Tennessee, to which said plans reference is made for a complete and accurate legal description thereof.

BEING part of the same property conveyed to Gillespie Land Development, LLC, by Quitclaim Deed dated November 20, 1996, from John Hall Gillespie and wife, Shirley B. Gillespie, of record in Book 10270, Page 404, Register's Office for Davidson County, Tennessee, and of record in Book 1467, Page 978, Register's Office for Williamson County, Tennessee; and, by Quitclaim Deed dated October 26, 2000, from John H. Gillespie, of record in Instrument No. 20001031-0107845 (for part of Section Three and Four), Register's Office for Davidson County, Tennessee.

*THE CONVEYANCE OF THIS PROPERTY IS MADE EXPRESSLY SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:*

1. The Common Area above-referred is to be held for the common uses and enjoyment of the owners of all lots on the Plans of Stone Creek Park, a Planned Unit Development, Section 1A, as of record in Book 9700, Page 329, and Section 1B, as of record in Book 9700, Page 389, and Section 1C, as of record in Book 9700, Pages 469 and 470, and Section 2A, as of record in Book 9700, Page 669, and Section 2B, as of record in Book 9700, Pages 793 and 794, and Section Three, as of record in Book 9700, Page 956, and, Section Four, as of record in Instrument No. 20010619-0064557, all of record in the Register's Office for Davidson County, Tennessee, and the members of Stone Creek Park Homeowners' Association, Inc., and not for the public at large (except as provided on said plans).

2. All of the terms and conditions of the Declaration of Covenants, Conditions and Restrictions applicable to the Plans of Stone Creek Park, of record in Book 10324, Page 365, and as amended in Instrument No. 20010719-0076875, in the Register's Office for Davidson County, Tennessee.

3. The terms, conditions, powers, limitations, and purposes as contained in the Articles of Incorporation of Stone Creek Park Homeowners' Association, Inc., of record in Book 10324, Page 358, said Register's Office, and the By-Laws of the said Association, of record in Book 10324, Page 405, Register's Office for said County.

4. Any use and/or development of the Common Areas shall be limited to recreational or other related activities and shall not in any event include the use or development for residential or commercial building.

5. Easements as shown on the referenced plans.

***TO HAVE AND TO HOLD*** the said tracts or parcels of land, together with appurtenances, estate, title and interest thereto belonging to the said Grantee, its successors and assigns, forever; and Grantor covenants with the said Grantee that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered unless otherwise herein set out; and does further covenant and bind itself and its successors and/or assigns, to warrant and forever defend the title to the said land to the said Grantee, it successors 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.

***IN WITNESS WHEREOF***, the Grantor herein has executed this conveyance, by its duly authorized agent, this the 16th day of July, 2004.

**GILLESPIE LAND DEVELOPMENT, L.L.C., a Tennessee limited liability company**

BY: John H Gillespie
John H. Gillespie
TITLE: Chief Manager

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared John H. Gillespie, 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 **Gillespie Land Development, L.L.C.**, a Tennessee limited liability company, the within named bargainor, and that he as such Chief Manager, executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company by himself as such officer.

Witness my hand and official seal at Nashville, Tennessee, this 16th day of July, 2004.

My Commission Expires: May 30, 2007 Katherine Goodson
Notary Public

C:\KG\COMAREA.PUD

