Davidson County DEEDWARR
Recvd: 10/07/04 15:13 6pgs
Fees:33.00 Taxes:166.13
20041007-0121432

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 3rd day of September, 2004, by and between JOE N. SMITH, MARRIED, hereinafter called Grantor, and SCOTT E. BRINKLEY AND WIFE, ELISA BRINKLEY, hereinafter called Grantees.

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, JOE N. SMITH, MARRIED, as Grantor, does hereby bargain, sell, transfer and convey unto SCOTT E. BRINKLEY AND WIFE, ELISA BRINKLEY, hereinafter referred to as Grantees, their 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 3560 BAXTER ROAD, JOELTON, TENNESSEE 37080.

TO HAVE AND TO HOLD said land with the appurtenances, hereditaments, estate, title and interest unto Grantees, their successors, heirs and assigns forever. The Grantor covenants and agrees with the said Grantees 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, heirs and assigns, to warrant and forever defend the title to said Grantees, their successors, heirs and assigns, against the lawful claims of all person whomsoever.

CHRISTY SMITH, wife of JOE N. SMITH, the Grantor herein, joins in the herein conveyance for the sole purpose of conveying any right, title and interest she may have in and to the property described herein, marital or otherwise.

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

JOE N. SMITH
Signature of Seller

CHRISTY SMITH
Signature of Seller Spouse

INDIVIDUAL
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **JOE N. SMITH and his wife, CHRISTY SMITH,** the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 3rd day of **September, 2003.**

HOWARD M. SKIPWORTH NOTARY PUBLIC AT LARGE DAVIDSON CO., TENN.

Howard M Skipworth
Notary Public

My Commission Expires: MY COMMISSION EXP. JANUARY 28, 2006

Name and Address of Property Owner:

SCOTT E. BRINKLEY and ELISA BRINKLEY, HUSBAND AND WIFE

Property Address:

3560 BAXTER ROAD
JOELTON, TENNESSEE 37080

Person Responsible for Taxes:
SCOTT E. BRINKLEY AND
ELISA BRINKLEY
5542 DIVIDING RIDGE
GOODLETTSVILLE, TN 37072

Map & Parcel #: MAP 8 PARCEL 180

AFFIDAVIT OF VALUE

STATE OF TENNESSEE
COUNTY OF ~~DAVIDSON~~ Sumner

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 **$44900** 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.

Pamela Mauer
Affiant

Sworn to and subscribed before me, a Notary Public, this **3rd** day of **September, 2003.**

Jennifer Quinn
Notary Public

My Commission Expires: 11/13/05

JENNIFER QUINN NOTARY PUBLIC AT LARGE SUMNER CO., TENN.

RETURN TO:

FORSYTHE TITLE
624 HIGHWAY 76
WHITE HOUSE, TENNESSEE 37188

EXHIBIT 'A'

A CERTAIN TRACT or parcel of land in the 1st Councilmanic District of Davidson County, State of Tennessee, being Lot No. 1 on the Final Plat Joe Smith Property, of record in Plat Book 8250, page 779, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete legal description.

Being the same property conveyed to JOE N. SMITH, by Warranty Deed from GAYRON C. LYTLE, of record in Book 9653, page 184, 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 8 PARCEL 180). 2003 real property taxes are PAID in the amount of 162.24.

2. All matters as set forth on the Final Plat of Joe Smith Property, of record in Plat Book 8250, page 779, Register's Office for Davidson County, Tennessee, including any and all setback lines, easements, notes, restrictions, etc., as may be shown thereon , including a 15 foot Drainage Easement along easterly line and across center portion of lot.

3. Subject to Restrictive Covenants as set forth in Instrument of record in Instrument Number _____, Register's Office for Davidson County, Tennessee.

Prepared by:
Commonwealth Title
333 Gallatin Road So.
Nashville, TN 37115

Declaration
Of
RESTRICTIVE COVENANTS
For
3554 and 3560 Baxter Road

Whereas, JOE N. SMITH being the owner of 3554 Baxter Road (5.02 acres) and 3560 Baxter Road (2.11 acres),located in Davidson County, do hereby declare the following Restrictive Covenants to be running with the land and binding upon all grantees, their heirs and assigns, for a period of fifteen (15) years from the date of execution hereof.

Said covenants are as follows:

1. All house plans shall be submitted to Joe N. Smith, Developer, or such other person or entity designated by the owner, for approval.
2. No trailer, basement, tent, shack, garage, barn or other outbuildings erected in this tract or subdivision shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted and the exterior of any dwelling must be completed before occupancy is permitted, and said dwelling shall be completed within one (1) year from date construction started.
3. No store, shop, boarding house or other commercial building or enterprise shall be built, erected or maintained on any said lots in this subdivision.
4. No building of any type shall be erected on any lot closer than 10 feet of any property line, a building line or set-back line is shown on said recorded plan, no building shall be erected or maintained closer to the property line than such building or set-back line shown on the previously recorded plan.
5. No noxious or offensive activity shall be carried on upon any lot, or shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No cars, either personal or otherwise, shall be repaired or worked on in any open area. One personally owned car may be worked on in a basement or a garage area.
6. No residence or dwelling one (1) story in height shall be built or erected having a ground floor area less than 1500 sq. feet exclusive of porches, garages and basements. Two (2) story dwellings shall have a minimum area of 1,000 sq. feet of floor area on the first floor and not less than 600 sq. feet of floor area on the second floor, plus a one (1) car garage where no basement is available. Two (2) story residences with a garage in the basement shall be constructed no less than 1,200 sq. feet of area in the first floor exclusive of porches, basements and attic area. All buildings and garages and other buildings shall consist of at least 75% brick or stone masonry construction on the exterior walls. The exterior of all foundation walls shall be faced with brick or stones to ground level. Variance from these requirements may be granted by submitting the plans for the proposed structure to their successors or assigns in Nashville, Tennessee. Upon approval by Joe N. Smith, Developer, wood products or other approval materials may be used in excess of 25% as exterior construction.

7. No signs of any advertising nature shall be permitted on any lot or building except as set out in the county zoning regulations, provided, however, signs may be erected by the parties who have developed this subdivision and/or their selling agents and maintained during the development and sale of lots in the subdivision and property owner and/or his selling agents, may erect "For Sale" signs.
8. No animals may be kept, bred or maintained for commercial purposes. Dogs and cats or other household pets may be kept provided they are not used for commercial purposes mentioned above. Kennels or pet buildings must be located 15 feet from the boundary and adequately screened with shrubs, fences, etc.
9. Vegetable gardens, laundry yards, incinerators and the like must be located to conform to general landscaping of each lot and screened from view by hedges or other types of shrubbery or evergreens.
10. Any garages or other out buildings other than the above must be approved by the developer.
11. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
12. If any of the provisions of this instrument are at any time declared void or inoperative by any court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall not be otherwise affected thereby.

IN WITNESS WHEREOF, Joe N. Smith has hereunto set his hand this 3rd day of September, 2004.

Joe N. Smith

JOE N. SMITH

STATE OF TENNESSEE :

COUNTY OF DAVIDSON :

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, JOE N. SMITH, the within named bargainor with whom I am personally acquainted (or who proved TO ME upon satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at MADISON, Tennessee, on this the 3rd day of September, 2004.

Howard M. Skipworth
notary public

My commission expires:

HOWARD M. SKIPWORTH
NOTARY PUBLIC AT LARGE
DAVIDSON CO. TENN.
MY COMMISSION EXP. JANUARY 26, 2008