Davidson County DEEDWARR
Recvd: 06/06/05 15:49 4 pg
Fees:23.00 Taxes:259.00
20050606-0064516

THIS INSTRUMENT PREPARED BY:

Homer R. Ayers, Attorney at Law
303 Frances Street (Zip 37072)
P. O. Box 904
Goodlettsville, TN 37070-0904

Warranty Deed

ADDRESS NEW OWNERS:	PERSON OR ENTITY RESPONSIBLE FOR PAYMENT OF REAL PROPERTY TAXES:	MAP-PARCEL NOS.
Stephen D. Stroup, et ux P.O. Box 594 Joelton, TN 37080	Same as New Owner	Map 22 Parcel 182 Field Book 14D 52234

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, DANNY KNIGHT, joined by his wife PATRICIA A. KNIGHT, hereinafter referred to as the "GRANTORS", have bargained and sold and by these presents do transfer and convey unto STEPHEN D. STROUP and wife, KATHLEEN STROUP, hereinafter referred to as the "GRANTEES", their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

A certain tract or parcel of land situated in the 2nd Civil District of Davidson County, Tennessee, also being known as Lot No. 2 Maddox Heirs Property of record in Book 6200, Page 429, Register's Office for Davidson County, Tennessee and described as follows, to-wit:

BEGINNING at an old iron pin, the northwest corner of the Steven D. Stroup property as shown in Deed Book 6862, Page 62, Register's Office for Davidson County, Tennessee in the eastern margin of Union Hill Road, the southwest corner of this tract, thence along the eastern margin of Union Hill Road, North 09 deg. 57' 42" West 220.00 feet to an old iron pin, the southwest corner of Map 22, Parcel 40 or Tract 2; thence along with the line with Map 22, Parcel 40 or Tract 2, North 89 deg. 14' 22" East, 890.26 feet to an old iron pin, the southwest corner of Map 22, Parcel 191 or Tract 3; thence along the line with Map 22, Parcel 191 or Tract 3, South 00 deg. 27' 34" East, 91.63 feet to an old iron pin, the most north-northwest corner of the John F. Creek property as shown in Deed Book 5897, Page 800, Register's Office for Davidson County, Tennessee; thence along with the line with Creek, South 31 deg. 26' 38" West, 148.21 feet to an old iron pin, the northeast corner of the Steven D. Stroup property as shown in Deed Book 6862, Page 62, Register's Office for Davidson County, Tennessee; thence along with the line with Stroup, South 89 deg. 13' 47" West, 775.62 feet to the beginning, containing 4.234 acres, more or less, as surveyed by Burns Consulting under Tennessee License No. 1053, dated 10/13/98.

BEING the same property conveyed to Danny Knight, a single man, by deed from G. W. Williams and wife, Dorothy C. Williams by deed of record in Book 11620, Page 286, Register's Office for Davidson County, Tennessee.

This is unimproved property known as 3285 Union Hill Road, Joelton, TN 37080.

RESTRICTIVE COVENANTS: The following restrictive covenants shall be covenants running with the land and may be enforced by the GRANTOR, or its successors or assigns, or by any adjoining property owner for a period of Fifty (50) years from date hereof:

(1) All of the tracts shall be used as single family dwellings only.

(2) No noxious or offensive trade, business, commercial enterprise nor illegal use of any kind shall be carried on upon any tract nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(3) No mobile homes, modular, double-wides, or trailers, basement, tent, shack, garage, barn, or other out-buildings shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. Further, no mobile home, house trailer or such vehicle shall be stored on premises. One vacation trailer or one camper can be stored on premises, but cannot be used as a residence for over a period of 6 months.

(4) No structure of any kind except a dwelling house may be occupied as a residence, and the outside of any dwelling house must be completed prior to occupancy.

(5) No junk, trash, junk cars, parked or wrecked cars, trucks or other vehicles that do no start and run on their own power may be kept, stored, parked or housed on any tract. Aforementioned vehicle must be licensed with current tags.

(6) All open area that is in grass must be mowed at least three times per growing season, and kept mowed and of neat appearance.

(7) Any outbuildings placed upon this property must be placed to the side or rear of the dwelling house and all outbuildings must be well maintained and kept of neat appearance.

(8) Vegetable gardens, incinerators and the like must be located upon the rear portion of the tract and conform to general landscaping of the lot and to be as unobtrusive as practical.

(9) All dwelling houses must have a full foundation, no pier and beam foundations being allowed. Dwellings with brick exterior finishes must have brick to grade. If a building is faced with wood or stucco, the foundation walls shall be faced with rock or brick. No concrete block foundation walls on a dwelling house shall be exposed.

(10) No dwelling house shall be permitted on any tract unless the living floor area of structure exclusive of porches, decks or garages, shall be at least 1500 square feet in size. No two story or split level dwelling shall be permitted on any tract unless the ground floor living area of the structure exclusive of porches and decks shall be at least 1200 square feet in size. All dwellings must be completed within 1 year of start of construction.

(11) It shall be obligatory upon the owner or owners of said property, or any part thereof, to consult with a member or proper representative of the State or Davidson County Highway Department, County Road Engineer, as the case may be, before any driveways, culverts, other structures, or grading are placed or constructed with the limits of any dedicated or constructed roadway, and such placement or construction shall be done in accordance with the requirements of the County or State Highway Commission or Regulatory authority applying to County or state roads in order that the roads or streets in this development which would be affected by such placement or construction may be disqualified for acceptance by such county into its public road system.

This restrictive covenants, restrictions, conditions and limitations shall take effect on December 1, 1998 and shall remain in full force and effect for a period of 50 years from that date. If any present or subsequent owner, including their heirs and assigns of any tracts in any section of this development shall violate or attempt to violate any of the covenants or restrictions contained herein or in said recorded plan of subdivision, or any duly recorded amendments thereof, it shall be lawful for any person or persons owning tracts in this subdivision or the owner at the time to institute any proceedings at law or in equity against the person or person violating or attempting to violate said covenants or restrictions or recorded plat as may be permitted by law, and either to prevent such violation by injunction or recover damages for such violations, or both.

If any one or more of the covenants or restrictions herein contained are declared invalid by order of any Court having jurisdiction, such invalidation shall in no way affect any other restriction herein contained, all which shall remain in full force and effect, each restriction being treated as a separate instrument.

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, the GRANTORS, 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 warrant that the same is unencumbered, except as follows:

1. Real Property Taxes for the year 2005, which are a lien, but not yet due and payable, which have been prorated between the parties and will be paid, in full, by the GRANTEES, when due.

2. Subject to the Restrictive Covenants as set forth and described herein.

3. Subject to any and all matters shown on the plan of Maddox Heirs Property filed for record in Book 6200, page 429, said Register's Office.

And, we, the GRANTORS, do further covenant and bind ourselves, our heirs and representatives to warrant and forever defend the title to the said land unto the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever.

PATRICIA A. KNIGHT, wife of DANNY KNIGHT, joins in this conveyance to convey any and all right, title or interest she may have in the said property, marital or otherwise, but she shall not want otherwise be bound for any of the warranties set forth in this deed.

WITNESS our hands on the day and date last acknowledged below, the date of the last acknowledgment being the effective date of this deed.

"GRANTORS"

DANNY KNIGHT

PATRICIA A. KNIGHT

"GRANTEES"

STEPHEN D. STROUP

KATHLEEN STROUP

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, DANNY KNIGHT and wife, PATRICIA A. KNIGHT, and STEPHEN D. STROUP and wife, KATHLEEN STROUP, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this the 3rd day of June, 2005.

NOTARY PUBLIC

PATSY C. DAVIDSON NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires Dec. 6, 2005

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value, whichever is greater, for this transfer is $70,000.00.

Affiant

Sworn to and subscribed before me, this the 3rd day of June, 2005.

NOTARY PUBLIC

PATSY C. DAVIDSON NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires Dec. 6, 2005