WARRANTY DEED

JENNIFER GREGORY
STATE OF TENNESSEE NOTARY PUBLIC
ROBERTSON COUNTY

Davidson County DEEDWARR
Recvd: 06/30/06 11:23 3 pgs
Fees:18.00 Taxes:259.00

20060630-0078463

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $70,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 23rd day of June, 2006.

Notary Public

MY COMMISSION EXPIRES: 3-14-07
(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY
Warranty Title Insurance Company, Inc., 2401 Memorial Blvd.
Springfield, Tennessee 37172

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
John Daniel Moran	BM Same	
(NAME)	(NAME)	
3935 Andrew Jackson Way		23-11.00 p/o
(ADDRESS)	(ADDRESS)	
Hermitage TN 37076		
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	File No.: 20061250

BM

For and consideration of the sum of ten dollars, cash in hand paid by the hereinafter named GRANTEES, and other good and valuable considerations, the receipt of which is hereby acknowledged, **I, Lonnie Siebe, Trustee and Meghan K. Siebe, Trustee of the Siebe Living Trust**, hereinafter called the GRANTOR, have bargained and sold, and by these presents do transfer and convey unto **John Daniel Moran and wife, Betty E. Moran**, hereinafter called the GRANTEES, **their** heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit. :

SEE ATTACHED EXHIBIT A

unimproved ☒

This is improved ☐ property, known as Tract 5, 10.001 acres Claylick Road, Whites Creek, TN 37189

(House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

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 I do covenant with the said GRANTEES that I am lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and I do further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used any gender shall be applicable to all genders.

It is expressly agreed by the parties hereto that all taxes for the current year shall be prorated between them as of the date of this deed.

This conveyance is expressly made subject to reservations, restrictions, easements, covenants and conditions contained in former instruments of record pertaining thereto and to all easements and encroachments apparent from an inspection of the property.

See attached Exhibit B

Witness my hand this 23rd day of June, 2006.

Lonnie Siebe, Trustee

Meghan K. Siebe, Trustee
By: Lonnie Siebe, Attorny-In-Fact AIF

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within Lonnie Siebe, Trustee and Meghan K. Siebe, Trustee of the Siebe Living Trust, the bargainor(s), with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that Lonnie Siebe, Trustee and Meghan K. Siebe, Trustee of the Siebe Living Trust executed the within instrument for the purposes therein contained.

Witness my hand and official seal this 23rd day of June, 2006.

ERNESTINE NOELL
NOTARY PUBLIC
AT LARGE
WILSON COUNTY, TENN.

Commission expires:

My Commission Expires 9-13-08

Notary Public

EXHIBIT A

Beginning at an iron rod in the northerly right of way of Claylick Road, said point being 2961 feet northwest of Lickton Pike, thence with said right of way with a curve to the left having a delta angle of 2 degrees 5 minutes 22 seconds, a radius of 5029.57 feet, an arc length of 208.96 feet and a chord bearing of North 64 degrees 00 minutes 50 seconds West, 208.946 feet to an iron rod; thence north 65 degrees 3 minutes 31 seconds West 16.04 feet; thence leaving said right of way with a new line, North 23 degrees 8 minutes 2 seconds East, 777.54 feet to an iron rod, thence North 20 degrees 47 minutes 21 seconds East 407.14 feet to an iron rod, thence North 12 degrees 27 minutes 15 seconds East 304.97 feet to an iron rod; thence South 76 degrees 50 minutes 54 seconds East 327.19 feet to an iron rod; thence South 17 degrees 27 minutes 59 seconds West 916.78 feet to an iron rod; thence North 64 degrees 24 minutes 58 seconds West 73.73 feet to an iron rod; thence South 26 degrees 48 minutes 18 seconds West 643.82 feet to the point of beginning containing 10.001 acres.

BEING a portion of the same property conveyed to Lonnie Siebe, Trustee and Meghan K. Siebe, Trustee of the Siebe Living Trust by Quitclaim Deed from Lonnie Siebe and wife, Meghan Siebe and Ralph L. Siebe and wife, Brenda K. Siebe dated January 4, 2006 of record at Instrument No. 20060106-002060, Register's Office for Davidson County, Tennessee.

RESTRICTIONS

EASEMENTS—Some lots will have easements

JOINT DRIVEWAY AGREEMENT, COMMUNITY WATER AGREEMENT—All lots not touching Claylick will be required to participate in joint driveway and community water maintenance

RESTRICTIONS

The following restrictions shall be covenants running with the land and binding the Grantees, their successors and assigns for a period of fifty (50) years from the date hereof, and which are as follows:

1. Any dwellings constructed on the above-described property shall contain at least the following heated and cooled floor space, exclusive of porches, garages and basements. One-story dwellings must contain a minimum of 2000 square feet. Any dwelling with more than one floor must contain at least 1600 square feet on the main floor and contain a minimum of 2200 square feet of heated area. All dwellings shall include at least a 2-car garage. No dwelling shall be the residence of more than one family.

2. No junk vehicles shall remain on the property for any time period with junk vehicle being defined as a vehicle that is inoperable for a period of more than ten (10) days.

3. Subdividing of lots shall not be permitted.

4. No mobile homes, tents, basement house, garage, barn or other outbuilding shall be erected or used as either a temporary or permanent residence.

5. If any parties hereto or heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein, during the time period set out above, it shall be lawful for the seller or any other person owning any other lots in this development to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants and restrictions, to enjoin such violation and/or for damages.

6. All homes must be site built and shall have masonry to grade foundation covered with stucco, brick, stone or a synthetic reproduction of such.

7. All other structures shall be constructed only behind the permanent dwelling.

8. No farm animals shall be permitted on the premises.

9. All tracts shall be used for residential purposes only.

10. Construction of dwellings must be completed on or before 12 months from beginning.

11. No noxious or offensive operations shall be conducted or maintained on any lot, and nothing shall be done which may constitute a nuisance or unreasonable annoyance to the neighborhood.

12. There shall be no radio antennas or satellite towers allowed. Small satellite dishes less than 30" in diameter shall be permitted

13. No activity shall be conducted on the premises which causes excessive noise.

14. Any vehicles with more than two axles must be parked behind dwelling.

15. Commercial dog kennels shall not be permitted. No more than 2 domestic pets may live on a lot.

16. Invalidation of any one of these covenants by court order or judgement shall in no way affect the other provisions, which remain in full force and effect.

17. These restrictions shall be applicable only to such land as they may be specifically applied by the developer in writing and shall not be extended to any other lands owned by the developer by implication or other wise.