WARRANTY DEED

STATE OF TENNESSEE
COUNTY OF ROBERTSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $30,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 29th day of August, 2006.

Notary Public

MY COMMISSION EXPIRES: January 23, 2010.
(AFFIX SEAL)

CARI ALLEN STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires January 23, 2010

Davidson County DEEDWARR
Recvd: 08/31/06 10:23 3 pgs
Fees:18.00 Taxes:111.00

20060831-0107589

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
Virginia L. Faddy	Same	
(NAME)	(NAME)	
729 Double Springs Rd.		p/o 23-00-11
(ADDRESS)	(ADDRESS)	
Murfreesboro, TN 37127		
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	File No.: 20061843

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 of the Siebe Living Trust**, hereinafter called the GRANTOR, have bargained and sold, and by these presents do transfer and convey unto **Virginia L. Faddy and Nicholas M. Faddy**, 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 0 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.

Witness my hand this 29th day of August, 2006.

Lonnie Siebe, TRUSTEE
Lonnie Siebe Trustee of the Siebe Living Trust

STATE OF TENNESSEE

COUNTY OF ROBERTSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within Lonnie 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 of the Siebe Living Trust executed the within instrument for the purposes therein contained.

Witness my hand and official seal this 29th day of August, 2006.

Commission expires: January 23, 2010

Notary Public

CARI ALLEN STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires January 23, 2010

EXHIBIT A

Beginning at an iron rod in the northerly right of way of Claylick Road, said point being 3803 feet northwest of Lickton Pike, and being the southeast corner of the Bruce Tardy property as described in Instrument number 20010813-0087281, Register's Office for Davidson County, thence with Tardy's east line North 08 degrees 08 minutes 20 seconds East 450.00 feet to an iron rod, thence South 81 degrees 51 minutes 40 seconds East 200.00 feet to an iron rod, thence North 78 degrees 27 minutes 09 seconds East 365.26 feet to an iron rod, thence South 29 degrees 21 minutes 29 seconds West 716.90 feet to an iron rod, thence with the northerly right of way of Claylick Road with a curve to the right having a Delta Angle of 3 degrees 00 minutes 00 seconds, a Radius of 5729.75 feet, an Arc length of 300.00 feet, and a Chord Bearing of North 63 degrees 20 minutes 52 seconds West 299.96 feet to the point of beginning and containing 5.002 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 of record in Instrument No. 20060106-0002060, Register's Office for Davidson County, Tennessee.

Pursuant to Certificate of Trust, only one Trustee is required to convey property vested in said Trust.

This conveyance is made subject to restrictions filed simultaneously herewith.

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.