THIS INSTRUMENT PREPARED BY:
Douglas A. Brace, Reg. #3485
ORTALE, KELLEY, HERBERT & CRAWFORD
200 Fourth Avenue North, Third Floor
P.O. Box 198985
Nashville, TN 37219-8985
(615) 256-9999

STACEY DENSON PALMER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires NOV 22, 2008

STATE OF TENNESSEE]
COUNTY OF Davidson *]*

The actual consideration or value, whichever is greater, for this transfer is $380,000.00.

Sara R. Kelley
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 29th *DAY OF JANUARY, 2007.*

Stacey Denson Palmer
Notary Public

My commission expires:

Name and Address of New Owner:

Capitol Homes, Inc.
475 Metroplex Drive, Suite 320
Nashville, TN 37211

Davidson County DEEDWARR
Recvd: 03/02/07 11:33 2 pgs
Fees:13.00 Taxes:1406.00
20070302-0025929

Send Tax Bills To:

New Owner

Street Address of Subject Property:	**Map and Parcel:**
2108 Pineglen Court	164-10-A 319 (Lot 269)
2112 Pineglen Court	164-10-A 320 (Lot 270)
2116 Pineglen Court	164-10-A 321 (Lot 271)
2105 Pineglen Court	164-10-A 334 (Lot 286)
2504 Skyfalls Way	164-10-A 343 (Lot 301)
2508 Skyfalls Way	164-10-A 344 (Lot 302)
2509 Skyfalls Way	164-10-A 361 (Lot 318)
2505 Skyfalls Way	164-10-A 362 (Lot 319)
Antioch, TN 37013	

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid by the hereinafter named Grantee, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **TENN. CONTRACTORS, INC.,** a Tennessee corporation, hereinafter called "**GRANTOR,**" has bargained and sold, and by these presents does transfer and convey unto **CAPITOL HOMES, INC.,** a Tennessee corporation, hereinafter called "**GRANTEE,**" its successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows:

Land in Davidson County, Tennessee, being Lots Nos. 269, 270, 271, 286, 301, 302, 318 and 319 on the Final Plat of Village Six, Summerfield, of record as Instrument No. 20060928-0120376 in the Register's Office for Davidson County, Tennessee.

Being part of the same property conveyed to Tenn. Contractors, Inc., a Tennessee corporation, by Warranty Deed from Summerfield Development, LLC of record as Instrument No. 20051219-0152113 in the Register's Office for Davidson County, Tennessee.

The conveyance of the above described parcel of land is subject to the following:

1. Metropolitan Nashville/Davidson County Taxes for the year 2007 which have been prorated between the parties and assumed by Grantee.

2. All matters shown on the Plan of record as Instrument No. 20060928-0120376 in the Register's Office for Davidson County, Tennessee.

3. Restrictive Covenants and Homeowners' Association of record in Book 11588, page 484, as amended in Book 11669, page 376, and by Instrument Nos. 20010308-0021946; 20010504-0046260; 20030527-0071168; 20051103-0133360; 20050317-0029621; 20051103-0133359; 20060724-0089079; 20060724-0089080; 20060724-0089081 and 20060921-0117120, said Register's Office.

4. By-Laws of Summerfield Homeowners' Association, Inc. of record in Book 11648, page 662, as amended by Amendment to Bylaws of Summerfield Homeowners' Association, Inc. of record as Instrument No. 20010504-0046261, said Register's Office.

5. Charter of Summerfield Homeowners' Association, Inc. of record in Book 11648, page 660, as amended by Instrument No. 20010326-0028531, said Register's Office.

6. Sanitary Sewer Easement of record as Instrument No. 19991216-0303934 and Instrument No. 20000809-0079074, said Register's Office.

7. Storm Water Detention Agreement of record as Instrument Nos. 20050329-0033458 and 20000113-0004777, said Register's Office.

8. Easement to BellSouth of record in Book 1141, page 327, in the Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, its successors and assigns, forever; and Grantor does covenant 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 Grantor does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the said land to the Grantee, its 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.

WITNESS its hand this 29th day of January, 2007.

TENN. CONTRACTORS, INC.

BY: _____
John D. Ring, President

STATE OF TENNESSEE]
COUNTY OF WILLIAMSON]

Personally appeared before me, John D. Ring, President, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the President of TENN. CONTRACTORS, INC., a Tennessee corporation, the within named maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand and seal at Franklin, Tennessee, the day and year first above written.

_____
NOTARY PUBLIC

My commission expires: _____

NOTARY PUBLIC AT LARGE Rubye Rainey My Commission Expires March 4, 2007 STATE OF TENNESSEE

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