**WARRANTY DEED**

Davidson County DEEDWARR
Recvd: 06/04/07 12:36 2 pgs
Fees:13.00 Taxes:141.27
20070604-0066070

**STATE OF TENNESSEE**
**County of Davidson**
**THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $38,180.00**

R. L. Eatherly
**Affiant**
**SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE** 1st **June, 2007**

Carolyn Leaves
**Notary Public**

**My Commission Expires:** 8-16-08
**(AFFIX SEAL)**

CAROLYN LEAVES NOTARY PUBLIC DAVIDSON COUNTY, TENNESSEE

**THIS INSTRUMENT WAS PREPARED BY**
**SETTLEMENT SERVICES OF TENNESSEE, LLC, 216 CENTERVIEW DRIVE, SUITE 102**
**BRENTWOOD, TN 37027 (615) 591-1156**

Commission Expires 08-16-08

| **Address of New Owners as Follows:** | **Send Tax Bills To:** | **Map Parcel No.** |
|---|---|---|
| NVR, Inc., a Virginia Corporation T/A Fox Ridge Homes<br>5115 Maryland Way, Suite 300<br>Brentwood, TN 37027 | SAME | 032-09-0-B-049 |

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named Grantee, and other good valuable consideration, the receipt of which is hereby acknowledged, We, **The Developers,** hereinafter called Grantor have bargained and sold, and by these presents do transfer and convey unto **NVR, Inc., a Virginia Corporation T/A Fox Ridge Homes,** hereinafter called Grantees, their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit.

Land in Davidson County, Tennessee, being Lot No.45 on the Plan of Quail Ridge Phase Two, Section Seven of record in Instrument Number 20061218-0155910, Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

Being part of the same property conveyed to The Developers, a joint venture by deed from R. L. Eatherly, Trustee of record in Book 6628, Page 853, and Register's Office for Davidson County, Tennessee.

This conveyance is made subject to:

Taxes and assessments for the year 2007, and subsequent years, which are a lien and not yet due and payable.

Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions of Quail Ridge of record in Book 6969, Page 70, and Book 8163, Page 781, Book 10831, Page 201, Book 11688, Page 872 and in Instrument No. 20050920-0113100 Registers Office for Davidson County, Tennessee.

Subject to all matters shown on the Plan of Quail Ridge, Phase Two, Section Seven of record in Instrument No. 20061218-0155910, Register's Office of Davidson County, Tennessee.

Subject to the Charter of Quail Ridge Section 7 Property Owner's Association, Inc. as of record in Instrument No. 20050920-0113101, Register's Office for Davidson County, Tennessee.

Subject to the By-Laws of Quail Ridge Section 7 Property Owner's Association, Inc. as of record in Instrument No. 20050920-0113102, Register's Office for Davidson County, Tennessee.

Deeds Of Conveyance to The Metropolitan Government of Nashville and Davidson County, Department of Water and Sewage Services of record in Book 11444, page 161, Register's Office for Davidson County Tennessee.

Deeds Of Conveyance to The Metropolitan Government of Nashville and Davidson County of record in Instrument Numbers 20030312-0033193, Register's Office for Davidson County, Tennessee.

Storm Water Detention Agreement in Instrument number 20040902-0106431, Register's office for Davidson County, Tennessee.

**Subject to lien for special assessments as contained in the restrictions.**

Subject to rights of others in and to the common areas and/or elements.

Quitclaim Deed for common areas to HOA in Instrument number 20070514-0057000.

All existing and recorded easements, rights of way and restrictions, all zoning regulations, building restrictions and setback lines, if any, and easements or right of ways for public utilities.

unimproved: ( X )
This is improved: ( ) property, known as: **QUAIL RIDGE LOT(S) 45, 4968 Indian Summer Drive, Davidson County, TN**

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 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 the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our 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 person 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 OUR HANDS this 1st day of June, 2007.

The Developers

| By: | R.L. Eatherly |
|---|---|
| | |

R.L. Eatherly
Managing Venturer

STATE OF TENNESSEE

COUNTY OF Williamson

Before me, the undersigned a Notary Public within and for the State and County aforesaid, personally appeared R.L. Eatherly with whom I am personally acquainted and who upon their oath(s) acknowledged himself to be the Managing Venturer of The Developers, and that he as such Managing Venturer, being authorized so to do executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company by himself as such Managing Venturer of The Developers.

Witness my hand and official seal at office in Franklin, Tennessee on this the 1st day of June, 2007.

Carolyn Gleaves
Notary Public

My commission expires: 8-16-08

