# WARRANTY DEED

ZANA C. PETTY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE
COUNTY OF Davidson
THE ACTUAL CONSIDERATION OR VALUE; WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 150,900.00

X Christopher P Pic
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 15th day of June, 2009

Notary Public:

MY COMMISSION EXPIRES: 11-22-10
(AFFIX SEAL)

**THIS INSTRUMENT WAS PREPARED BY:**
RICHARD A. NORTHCUTT, METROPOLITAN ESCROW, INC., 217 PINEWAY DRIVE, NASHVILLE, TN 37217

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP - PARCEL NUMBERS: |
|---|---|---|
| Christopher P. Piciacchia | New Owners | Parcel ID: |
| 5015 Southfork Blvd. | | 1100019800 |
| Old Hickory, TN 37138 | | 0 |

FOR AND IN 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, we

**Seven Points, LLC**

hereinafter called the GRANTORS, has bargained and sold, and by these presents do transfer and convey unto
**Christopher P. Piciacchia and wife, Michele R. Piciacchia**
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:

Map 110, Parcel 198 - Tract D - Land Description

Note:
This description was prepared based on a field run survey of the 23.56 acre parent tract performed by the author.

Being a parcel of Land located in the 12th Councilmanic District of Davidson County, Tennessee, said parcel being more particularly described as follows:

Beginning at the Southeast Corner of the parent tract at an old iron rod, said point being a corner to Joseph David Baker, as recorded in Book 11334, Page 270, R.O.D.C., TN and lying in the North margin of Hessey Road;

Thence, with said margin NORTH 83 DEGREES 33 MINUTES 15 SECONDS WEST, 222.04 feet to an iron rod, said point being a common corner to Scott m. Patton and wife Valerie, as recorded in Instrument Number 20080602005629, R.O.D.C., TN;

Thence, leaving said margin, NORTH 07 DEGREES 28 MINUTES 00 SECONDS EAST, 989.41 feet to an iron rod lying in the south line of Wanda Baker, as recorded in Instrument Number 20060112-0004970, R.O.D.C., TN;

Thence, SOUTH 81 DEGREES 01 MINUTES 29 SECONDS EAST, 222.07 feet to an old iron rod, the Northwest corner of said Joseph Baker;

Thence, SOUTH 07 DEGREES 28 MINUTES 00 SECONDS WEST, 979.61 feet to the point of beginning and containing 5.02 Acres, according to a survey prepared by Weatherford and Associates, LLC, 1301 Central Court
Hermitage, TN 37076, (615) 391-3044, Paul G. Weatherford, RLS TN RLS # 1941, Revised: 06/01/09

Being part of the same property conveyed to Seven Points, LLC, by Quitclaim Deed from Seven Points, LLC, of record in Instrument 20070730-0090115, R.O.D.C., TN. See also Warranty Deed to Seven Points, LLC, from Margaret Louise Felts and Margie E Simms, as recorded in Instrument Number 20070524-0062229, R.O.D.C., TN.

This conveyance is subject to (1) 2009 county taxes, which have been prorated to Grantees, and (2) Restrictive Covenants of record in Instr. xxxxxxxxxxxxxxxxxx said Register's Office.

BILL GARRETT, Davidson County
Trans:T20090039919 DEEDWARR
Recvd: 06/16/09 09:56 4 pgs
Fees:23.00 Taxes:558.33
20090616-0055792

This conveyance is subject to any and all, recorded and unrecorded, zoning regulations, building restrictions and setback lines, easements and rights of way for public utilities.

Unimproved (X)

This is Improved ( ) property, known as 4653 Hessey Road, Mt. Juliet, TN 37122

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 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 my hand this 15th day of June, 2009.

Seven Points, LLC

BY: David H. Parker, Chief Manager

David H. Parker, Chief Manager

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared David H. Parker with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon his oath acknowledged himself to be the Chief Manager of Seven Points, LLC, the within named bargainer, and limited liability company, and that he as such Chief Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal this 15th day of June, 2009.

My Commission Expires: 11-22-10

Notary Public

ZANA C. PETTY
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

This conveyance is made subject to the following **Easements and Restrictions** which are covenants which are to run with the land and shall expire 30 years from the date of deed.

## EASEMENTS AND RESTRICTIONS

**Section 1. Easements**

(a) All Tract Owners shall be required to grant easements upon their Tract as necessary to serve the Tract with water, sewer, telephone, cable, gas, electricity, and other services on, and above or below any Tract. No easement which would constitute an interference with the use and enjoyment of the Tract will be required.

(b) The Developer shall also have an easement, not exceeding ten (10) feet in width, upon and along each Tract fronting on a public roadway for the construction of proper bank slopes. No Tract Owner shall have any right of action or claim for damages on account of the grade elevation at which such road or public way may be constructed.

**Section 2. Restrictions on Use and Occupancy.**

(a) Land Use and Building Type. No Tract shall be used for other than residential purposes. No Tract shall be subdivided, altered or changed in any way without the written permission of the Developers, Seven Points, LLC or their assigns. All residences shall be constructed of at least 75% brick or stone surface which will extend to the foundation at grade.

(b) Nuisances. No noxious or offensive activity shall be carried on upon any Tract, or any of the Property, or any public streets shown on any Plat, nor shall anything be done thereon which may be or may become an annoyance or nuisance.

(c) Temporary and Incomplete Structures. No temporary structure or incomplete structure may be used on the Property at any time, temporarily, as a residence likewise. No tent, shack, outbuilding, barn camper, mobile home, motor home, basement or dwelling not substantially completed may be used, as a residence, temporarily or permanently.

(d) Signs. Except for signs provided by the Developer, no signs of any kind shall be displayed to the public view or any Tract except professionally lettered Builder's or Realtor's signs in good taste and not exceeding 24" x 30" in size.

(e) Livestock, Poultry and Pets. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Tract, except, dogs, cats, or other household pets which may be kept provided they are confined to the Tract of their owner by leash or fence, and further provided that they are not kept, bred, or maintained for any commercial purpose and are not kept in such numbers as to become a nuisance.

(f) Garbage and Refuse Disposal. No Tract or any portion there of shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be screened from the view of the neighbors or the public.

(g) Clothes Lines. Clothes lines may be permitted only if located behind a dwelling and completely hidden by a masonry or wood wall from the view of neighbors or the public.

(h) Vehicles. Junk vehicles, inoperable vehicles, unlicensed vehicles not for immediate use or vehicles of any kind in disrepair may not be kept or parked on the Property or any public street. Vehicles may not be assembled, disassembled or serviced on the Property unless completely hidden from public street. No mobile home, bus, tractor/trailer rig (separate or in combination) or house trailer may be parked or stored on

the Property, (except for vehicles and equipment necessary for and being used in the development of and construction on the Property, including the improvements thereto and located thereon and the street and roadways serving the Property). Any trucks of over one ton, boats, trailers, campers, or recreational vehicles kept, stored or parked on the property must be completely hidden from public street.

(i) Water Supply; Sewage Disposal. No Tract shall be occupied or used unless they are connected to and served by public water and public sanitary sewage disposal service from the water and sanitary sewer supply lines for each Tract.

(j) Fences. Decorative fencing of wood, vinyl, cast iron or aluminum are encouraged along street right of way to blend with those of nearby or adjacent communities. Side line and cross fences of wood, woven wire or metal are acceptable, however no chain link fences will be permitted.

(k) Construction Within Roadways. It shall be obligatory upon all Tract Owners to construct or place any driveways, culverts, or other structures, or grading which are within the limits of any Public dedicated roadways, in strict accordance with the specifications of the Metropolitan Department of Public Works. All driveway culverts must have masonry headwalls on open ends.

(l) Minimum Floor Areas Required.
- (i) The ground floor area of a one story house shall be a minimum of 2,000 square feet, exclusive of the garage.
- (ii) The ground floor area of a one-a-half story house shall be a minimum of 1,000 square feet, exclusive of the garage and the total floor area shall be a minimum of 2,000 square feet, exclusive of the garage.
- (iii)The ground floor area of a two story house shall be a minimum of 1,000 square feet, exclusive of the garage and the total floor area shall be a minimum of 2,000 square feet, exclusive of the garage.
- (iv)Any other type house shall be a minimum 2,000 square feet exclusive of the garage.
- (v) Finished basement area, garage and open porches are not included in computing floor area.

## GENERAL PROVISIONS

Section 1. Enforcement. Any Tract Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and covenants, reservations, imposed by the provisions of this Declaration. Failure to do so by any Tract Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions; such other provisions shall remain in full force and effect.

This conveyance is subject to any and all recorded and unrecorded zoning regulations, building restrictions and setback lines, easements and rights of way for public utilities and roadways.