BILL GARRETT, Davidson County
Trans:T20090051828 DEEDWARR
Recvd: 07/31/09 12:30 5 pgs
Fees:28.00 Taxes:6845.00
20090731-0071768

This instrument prepared by:
Neal & Harwell, PLC
150 Fourth Avenue North
Suite 2000
Nashville, TN 37219

SPECIAL WARRANTY DEED

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP-PARCEL:
Crestbrook Real Property Holdings, L.L.C. 49 Windham Ctr. Road Windham, CT 06280	Same	034-13-0-A-001.00-CO Through and including 034-13-0-A-054.00-CO

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS ($10.00), cash in hand paid by the hereinafter named GRANTEE, and other good and valuable consideration, the receipt of which is hereby acknowledged, **TRB CRESTBROOK LLC**, a Tennessee limited liability company, hereinafter called the GRANTOR, has bargained and sold, and by these presents does transfer and convey unto **CRESTBROOK REAL PROPERTY HOLDINGS, L.L.C.**, a Virginia limited liability company, the GRANTEE herein, its successors and assigns, a certain tract of land in Nashville, Davidson County, Tennessee, described as follows, to wit:

TRACT I:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING UNITS NO. 217 AURORA DRIVE, 219 AURORA DRIVE, 221 AURORA DRIVE, 223 AURORA DRIVE, 225 AURORA DRIVE, 227 AURORA DRIVE, 229 AURORA DRIVE, 231 AURORA DRIVE, 233 AURORA DRIVE, 235 AURORA DRIVE, 237A AURORA DRIVE, 237B AURORA DRIVE, 239A AURORA DRIVE, 239B AURORA DRIVE, 239C AURORA DRIVE, 239D AURORA DRIVE, 204 DINWIDDIE DRIVE, 206 DINWIDDIE DRIVE, 208 DINWIDDIE DRIVE, 210 DINWIDDIE DRIVE, 216 DINWIDDIE DRIVE, 218 DINWIDDIE DRIVE, 300 MCMURTRY COURT, 302 MCMURTRY COURT, 304 MCMURTRY COURT, 306 MCMURTRY COURT, 308 MCMURTRY

COURT, 310 MCMURTRY COURT, 312 MCMURTRY COURT, 314 MCMURTRY COURT, 316 MCMURTRY COURT, 318 MCMURTRY COURT, 320 MCMURTRY COURT AND 322 MCMURTRY COURT, OF CRESTBROOK MEADOWS TOWNHOMES, PHASE ONE, CREATED UNDER TITLE 66, CHAPTER 27, SECTIONS 101 ET SEQ., AS AMENDED, TENNESSEE CODE ANNOTATED, AND AS ESTABLISHED BY A MASTER DEED OF RECORD IN BOOK 6403, PAGE 205, AS AMENDED IN BOOK 6643, PAGE 1, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TOGETHER WITH THE UNDIVIDED PERCENTAGE INTERESTS IN THE COMMON ELEMENTS APPURTENANT TO SAID UNITS AS SET FORTH IN SAID MASTER DEED, AS AMENDED. REFERENCE IS HEREBY MADE TO THE PLAT OF CRESTBROOK MEADOWS TOWNHOMES, PHASE ONE, OF RECORD IN BOOK 6403, PAGE 262, SAID REGISTER'S OFFICE, FOR A MORE COMPLETE IDENTIFICATION AND DESCRIPTION OF SUCH UNITS.

TRACT II:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING UNITS NO, 205 DINWIDDIE DRIVE, 207 DINWIDDIE DRIVE, 209 DINWIDDIE DRIVE, 211 DINWIDDIE DRIVE, 213 DINWIDDIE DRIVE, 215 DINWIDDIE DRIVE, 217 DINWIDDIE DRIVE, 219 DINWIDDIE DRIVE, 221 DINWIDDIE DRIVE, 223 DINWIDDIE DRIVE, 225 DINWIDDIE DRIVE, 227 DINWIDDIE DRIVE, 229 DINWIDDIE DRIVE, 231 DINWIDDIE DRIVE, 233 DINWIDDIE DRIVE, 235 DINWIDDIE DRIVE, 237 DINWIDDIE DRIVE, 239 DINWIDDIE DRIVE, 241 DINWIDDIE DRIVE, AND 243 DINWIDDIE DRIVE, OF CRESTBROOK MEADOWS TOWN HOMES, PHASE TWO, CREATED UNDER TITLE 66, CHAPTER 27, SECTIONS 101 ET SEQ., AS AMENDED, TENNESSEE CODE ANNOTATED, AND AS ESTABLISHED BY A MASTER DEED OF RECORD IN BOOK 6403, PAGE 205, AS AMENDED TO CREATE PHASE TWO OF THE HORIZONTAL PROPERTY REGIME, IN BOOK 6643, PAGE 1, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TOGETHER WITH THE UNDIVIDED PERCENTAGE INTERESTS IN THE COMMON ELEMENTS APPURTENANT TO SAID UNITS AS SET FORTH IN SAID MASTER DEED, AS AMENDED. REFERENCE IS HEREBY MADE TO THE PLAT OF CRESTBROOK MEADOWS TOWNHOMES, PHASE TWO, OF RECORD IN BOOK 6643, PAGE 15, AS EXHIBIT TO MASTER DEED AS AMENDED, SAID REGISTER'S OFFICE, FOR A MORE COMPLETE IDENTIFICATION AND DESCRIPTION OF SUCH UNITS.

TRACTS I AND II BEING THE SAME PROPERTY CONVEYED TO TRB CRESTBROOK LLC, A TENNESSEE LIMITED LIABILITY COMPANY, BY TRUSTEE'S DEED DATED JULY 7, 2008 FROM MARC T. MCNAMEE, TRUSTEE OF RECORD AS INSTRUMENT NO. 20080707-0069678, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

TO HAVE and to HOLD the said tract of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, its successors and assigns forever.

GRANTOR covenants with the said GRANTEE that it is lawfully seized and possessed of said land in fee simple, that it has good right to convey it and the same is unencumbered except for the following:

1. Taxes and assessments for the year 2009 and subsequent years, not yet due and payable.

2. Rights of tenants in possession under unrecorded leases.

3. Subject to all matters shown on the Plan of record in Plat Book 5200, Page 643, and in Plat Book 6050, Page 64, Register's Office for Davidson County, Tennessee.

4. Subject to all matters shown on Plat of record in Plat Book 547, Page 89 & 90.

5. The property is a condominium apartment established pursuant to the provisions of the Tennessee Horizontal Property Act as the same is set out in Section 66-27-101, et seq., of the Tennessee Code Annotated, and is subject to the provisions and requirement thereof and is subject to the By-Laws for the administration thereof; also subject to the easements, rights and interests in favor of other unit owners, and all sewer, water, electrical, telephone and other utility easements now or hereafter established over, through, or upon the land embracing the regime and buildings thereon; and also including without limitations, all conditions, covenants, restrictions, options, burdens, assessments and other undertakings contained in the Master Deed establishing a Horizontal Property Regime of Crestbrook Meadows Townhomes of record in Book 6403, Page 205, as amended in Book 6643, Page 1, Register's Office for Davidson County, Tennessee.

6. Subject to all matters shown on the Plan of Crestbrook Meadows Townhomes, Phase One, as shown on Page 262 of the Master Deed of record in Book 6403, Page 205, Register's Office for Davidson County, Tennessee.

7. Subject to all matters shown on the Plan of Crestbrook Meadows Townhomes, Phase Two, as shown on page 25 of the First Amendment to the Master Deed of record in Book 6643, Page 1, Register's Office for Davidson County, Tennessee.

8. Charter of Crestbrook Meadows Homeowners Association, Inc., of record in

Book 6640, Page 943, as amended in Book 6642, page 998, said Register's Office.

9. By-Laws of record in Book 6403, Page 245 and Book 6643, Page 8, said Register's Office.

10. Easement for Sanitary Sewer and/or Storm Drainage of record in Book 3281, Page 430, said Register's Office.

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

GRANTOR further covenants and binds itself, its successors and representatives to warrant and forever defend the title to the said land to the GRANTEE, its successors, and assigns, against the lawful claims of every person claiming by, through or under GRANTOR, but not otherwise.

Whenever 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 the execution of this instrument as of the 29th day of July, 2009.

TRB CRESTBROOK LLC

By: _____

Its: Vice President of Sole Member
& V.P.

STATE OF NEW YORK)
COUNTY OF NASSAU)

Personally appeared before me, a Notary Public in and for said County and State, RICHARD FIGUEROA, on behalf of TRB CRESTBROOK, LLC, with whom I am personally acquainted and who, upon oath, acknowledged him/herself to be U.P. OF SOLE MEMBER & U.P. of TRB CRESTBROOK LLC, a Tennessee limited liability company, and that he/she as such HE U.P., being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company as such U.P.

WITNESS my hand and seal, at office in GREAT NECK, New York, this 28TH day of July, 2009.

Dorothy M. Heffernan
Notary Public

My Commission Expires:

DOROTHY M. HEFFERNAN
Notary Public, State of New York
No. 01HE4641732
Qualified in Queens County
Cert. Filed in Nassau County
Commission Expires October 31, 2009

STATE OF Tennessee)
COUNTY OF Davidson)

The actual consideration or value, whichever is greater, for this transfer is $1,850,000.00.

Denise S. Knowles
Affiant

DOROTHY S. POTTS
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires AUG

Sworn to and subscribed before me this 30th day of July, 2009.

Dorothy S. Potts
Notary Public

My Commission Expires:

8-23-2011