Prepared By: James W. Cameron III Cameron Worley, P.C. 112 Westwood Place, Suite 240 Brentwood, Tennessee 37027 BILL GARRETT, Davidson County Trans:T20140052082 DEEDWARRSP Recvd: 07/18/14 15:01 6 pgs Fees:33.00 Taxes:7215.00 20140718-0064115	STATE OF TENNESSEE) COUNTY OF DAVIDSON) The actual consideration for this transfer or value of property (whichever is greater) is $1,950,000.00. This is equal to greater than the property would bring at a fair and voluntary sale. Sworn to and subscribed before me, this 18 day of July, 2014. Patricia A. Ray Notary Public My Commission Expires: July 6, 2015 PATRICIA A. RAY STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN. My Commission Expires JULY 6, 2015

ADDRESS OF NEW OWNER:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
Martin E. Fox, Trustee 2029 Century Park East Suite 1500 Los Angeles, CA 90067	Same	13206001300

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of Ten and no/100 ($10.00) Dollars and other good an valuable consideration, the receipt of all of which is hereby acknowledged, Kelley S. Beaman, the Grantor herein, has bargained and by these presents does transfer and convey unto Martin E. Fox, Trustee for the Bennett Thomas Trust, the Grantee herein, his successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee known as 851 Curtiswood Drive, and more specifically described on Exhibit A attached hereto.

TO HAVE AND TO HOLD the said tract or parcel of land in fee simple, with all of the appurtenances, tenements, hereditaments, estate, title and interest thereto belonging to the said Grantee, its successors and assigns, forever.

GRANTOR does further covenant and bind itself, its successors and assigns to warranty specially and forever defend the title to the said land to the Grantee, its successors and assigns against the lawful claims of all persons claiming by, through, or under Grantor, but no further of otherwise and subject, however, to the Restrictions set forth on Schedule 1.

Lee A. Beaman joins in this conveyance for the purpose of transferring all of his interest in the subject property by virtue of his marriage to Kelley S. Beaman.

WITNESS MY HAND THIS 17th day of July, 2014.

Kelley S. Beaman

Lee A. Beaman

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Jane P. Caplenor, a Notary Public of said county, Kelley S. Beaman, the above named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that she executed the foregoing instrument for the purposes contained therein by signing her name thereto.

Witness my hand and seal, at office, in Nashville, Tennessee, this 17th day of July, 2014.

Notary Public

My Commission Expires: July 3, 2017

JANE P CAPLENOR STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Jane P. Caplenor, a Notary Public of said county, Lee A. Beaman, the above named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he executed the foregoing instrument for the purposes contained therein by signing his name thereto.

Witness my hand and seal, at office, in Nashville, Tennessee, this 17th day of July, 2014.

Notary Public

My Commission Expires: July 3, 2017

JANE P CAPLENOR STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

EXHIBIT A

Property Description

851 Curtiswood Lane
Nashville, TN. 37204
Property Description

Land lying in the City of Oak Hill, Nashville, Davidson County, Tennessee, as shown on Tax map no. 132-06 parcel 13.00. Being a portion of Lot no. 3, Mullens Lands Subdivision, as recorded in Chancery Court, Minute Book 1 Page 103, and being more particularly described as follows:

Beginning at an iron pin found on the west right of way of Curtiswood Lane, at the northeast property corner of Lot 1, of the James & Bertie Roundtree Property Subdivision, as recorded in Plat Book 5190 Page 77, and being the southwest property corner of the hereon described property.

Thence: leaving the right of way of Curtiswood Lane, and with the northerly line of the James & Bertie Roundtree Property Subdivision, North 76°23'53" West, passing the northwest corner of Lot 1 at 447.75 feet and continuing with Lot 2, a total of 657.04 feet to an iron pin set on the east line of Lot 21 of the Crestwood Acres Subdivision, as recorded in Plat Book 1130 Page 60.

Thence: with said Lot 21 North 02°46'28" East, 106.24 feet to a concrete monument found at the southeast property corner of Lot 18, of the Brookhaven Estates Subdivision, as recorded in Plat Book 2133 Page 49.

Thence: Leaving the north line of Lot 21 and with the east property line of Lot 18, North 03°44'00" East, 267.80 feet to a concrete monument found at the southeast property corner of Lot 17 Brookhaven Estates Subdivision, also being the southwest property corner of the Lee Beaman property, as recorded in Deed Book 10779 Page 145.

Thence: leaving the east line of Brookhaven Estates Subdivision, and with the south property line of the Lee Beaman property, South 79°04'23" East, 748.95 feet to a chiseled "x" mark found in the center of the stone creek bed, Browns Creek, near the south edge of a stone bridge.

Thence: South 39°30'25" East, 40.57 feet to an iron pin set on the west right of way of Glen Leven Drive.

Thence: leaving the south line of Lee Beaman and with the right of way of Glen Leven Drive, South 28°13'59" West, 169.56 feet to an iron pin set near a stone bridge.

Thence: 57.49 feet along the arc of a curve to the left, said curve having a radius of 267.55 feet, and chord bearing and distance of South 22°04'38" West, 57.38 feet to an iron pin set.

Thence: with Curtiswood Lane, South 15°55'18" West, 158.11 feet to the Point of Beginning and containing 6.30 Acres, according to a survey by Jason Smith, Smith Land Surveying, RLS 1961. Dated June 10, 2014.

Being the same Property conveyed to Kelley S Beam by Warranty Deed of record in Instrument Number 20130515004900 2 ROD Tenn

Schedule 1
Restrictions

1. So long as: (A) Kelley S. Beaman and/or Lee A. Beaman or the children of either of them(collectively, "Beaman") own or occupy the single-family resident located on the real estate located at 837 Glen Leven Road, Nashville, Tennessee more fully described on Exhibit "B" attached hereto and incorporated herein by reference (the "Benefited Property"); and (B) the Benefited Property is used as a single family residence, then the following restrictions apply to the Restricted Property.

   (a) Prohibited Uses. The Restricted Property shall not be used as anything other than a single family residence and shall not be subdivided without the express written consent of Beaman.

   (b) Architectural and Aesthetic Integrity.

      (i) The residence and all outbuildings on the Restricted Property shall be maintained in keeping with the Federal style architecture of the Restricted Property residence existing on the date of this Declaration.

      (ii) Other than ordinary and customary maintenance and replacement consistent with the existing features of the residence, no improvements, alterations, reconstruction or other work shall be done to the residence and other buildings on the Restricted Property except based upon drawings and plans which are approved by Beaman and which maintain the existing Federal architectural style elements and aesthetic integrity of the residence on the Restricted Property as of the date of these Declarations.

   (c) Improvements to Swimming Pool Area. If any alterations, improvements or renovations are made or attempted to the swimming pool or the pool house on the Restricted Property as it exists on the date of these Declarations, other than ordinary and customary repairs and maintenance, the entire pool shall be moved so that no part of the pool or any surrounding deck area or pool house is closer than forty (40) feet to the nearest property line of the Benefited Property.

   (d) In the event approval is required from Beaman under these restrictions, the Beaman party residing on the Benefited Property shall be the party with the sole authority to grant any necessary approval. All approvals must be in writing signed by that party.

2. Covenants Run With Land. All provisions of this Instrument shall run with the land and be interpreted so that the provisions herein are binding upon and inure to the benefit of all present and future owners of the land within the Restricted Property.

3. Binding Nature. The provisions of this Instrument shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the present and future owners of the Restricted Property and Beaman.

4. Severable Provisions. If any provision of this Instrument is held to be invalid or unenforceable by a court of competent jurisdiction for any reason, the remaining provisions hereof shall remain in full force and effect.

5. Enforcement. In the event of litigation regarding the enforcement of any of the provisions of this Agreement, the prevailing party shall have the right to recover from the other parties the reasonable attorney's fees, litigation expenses and court costs incurred by such prevailing party in the litigation.

6. Amendment and Duration. Notwithstanding anything contained herein to the contrary, these Restrictive Covenants shall automatically terminate and be of no force and effect upon the earlier of the following: (a) if and when Beaman does not own or occupy the Benefited Property; (b) the Benefited Property is not used for a single-family residence; or (c) January 1, 2064. These Restrictions may only be waived or amended in writing and signed by Beaman, as provided in Section 1(d).