NEW OWNER:

Joseph Broome
1225 Neelys Bend Road
Madison, TN 37115

THIS INSTRUMENT PREPARED BY:

TRESSLER & ASSOCIATES, PLLC
Attorneys at Law
212 North Castle Heights Avenue
Lebanon, TN 37087

SEND TAX BILLS TO:

New Owner

FILE NO: 15-0330

Map 063 Group 00-0 Parcel 271.00

Space for Recorder's Stamp

BILL GARRETT, Davidson County
Trans:T20150032083 DEEDWARR
Recvd: 04/28/15 12:49 6 pgs
Fees:33.00 Taxes:296.00
20150428-0037953

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of **Eighty Thousand and 00/100 Dollars ($80,000.00)** cash in hand paid, the receipt of which is hereby acknowledged, **JAMES WILLIAM DILLARD AND JAMEY SHANNON DILLARD FARRAR, CO-TRUSTEES OF THE TESTAMENTARY TRUST OF MARGARET MARIE PIERCEY DILLARD DATED OCTOBER 27, 2013,** ("Grantor") has this day bargained and sold and by these presents does hereby transfer and convey unto **JOSEPH BROOME** ("Grantee"), his successors and assigns, forever, the following tract or parcel of land, situated and lying in **Davidson County**, Tennessee, bound and described as follows, to-wit:

Land in Davidson County, Tennessee, being Lot No. 1 on the plan of Margaret Heights Subdivision, and of record in Instrument No. 20040629-0077366, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.

BEING the same property conveyed to Testamentary Trust of Margaret Marie Piercey Dillard dated October 27, 2013, by Quitclaim Deed from James William Dillard, Executor of the Estate of Margaret Marie Piercey Dillard, dated July 31, 2014, and of record Instrument No. 20140805-0070006, Register's Office for Davidson County, Tennessee. See also deeds in Book 5883, Page 208; Book 5769, Page 407; and Book 3927, Page 124; and Probate File # 13P1896.

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This is IMPROVED property known as 1600 Hudson Road, Madison, Tennessee 37115.

SEE ALSO ATTACHED HERETO AN "EXHIBIT B" for detailed RESTRICTIONS upon said property.

TO HAVE AND TO HOLD said property, together with any and all appurtenances and improvements thereunto, belonging to the said Grantee, his heirs and assigns, in fee simple, forever.

GRANTOR covenants with said Grantee that Grantor is lawfully seized and possessed of said property; that Grantor has a good and lawful right to make this conveyance; that the same is free, clear and unencumbered, except as noted herein; and Grantor will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THIS CONVEYANCE is made subject to all visible easements, rights-of-way, and any and all restrictions, existing roadways, easements and rights-of-way of record including, but not limited to, an Exhibit A and B attached hereto.

POSSESSION shall be given on April 30, 2015.

PROPERTY TAXES for the current year shall be prorated.

IN WITNESS WHEREOF, Grantor has executed or caused this instrument to be executed by its duly authorized representative, this 7th day of **April, 2015**.

TESTAMENTARY TRUST OF MARGARET MARGARET MARIE PIERCEY DILLARD DATED OCTOBER 27, 2013

By: James William Dillard
James William Dillard, Co-Trustee

By: Jamey Shannon Dillard Farrar
Jamey Shannon Dillard Farrar, Co-Trustee

STATE OF TENNESSEE
COUNTY OF WILSON

Personally appeared before me, the undersigned authority, a notary public in and for the state and county aforesaid, JAMES WILLIAM DILLARD AND JAMEY SHANNON DILLARD FARRAR, CO-TRUSTEES, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office 7th day of ~~April, 2015~~.

NOTARY PUBLIC

My commission expires: 5-30-17

TODD A. TRESSLER, II
STATE OF TENNESSEE NOTARY PUBLIC
WILSON COUNTY

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The actual consideration or value, whichever is greater, for this transfer is $ **80,000.00** .

AFFIANT

Sworn to and subscribed to before me 7th day of **April, 2015**.

NOTARY PUBLIC

My commission expires: 5-30-17

TODD A. TRESSLER, II
STATE OF TENNESSEE NOTARY PUBLIC
WILSON COUNTY

EXHIBIT "B"
RESTRICTIONS

1. No lot shall be used except for residential purposes and structures thereon shall be designed, constructed and used for only one family, except that "mother-in-law" type dwellings will be considered by the Developer for approval subject to any requisite prior approval by the Metropolitan Government.

2. No more than one residential building may be constructed or maintained on any one lot and no lot may be re-subdivided except by the original developer below, and then pursuant to local planning regulations.

3. No mobile home, off-site fully manufactured housing or prefabricated homes shall be permitted. No tent, garage, barn or other out-buildings shall be erected or used either as a temporary or permanent residence, nor shall any house be moved onto a lot, as it is intended for all dwellings to be new construction.

4. No noxious or offensive operations shall be conducted or maintained on any lot or any activity occur on any lot that might constitute a nuisance or an unreasonable annoyance to the neighborhood. Dead shrubs, broken tree limbs and rubbish shall be promptly removed. Wood for fireplaces and wood heaters must be stored at the rear of the lot and not be visible from the street. Clotheslines are prohibited. Garbage cans and holders must be to the rear of the residences, out of public view. Burning of leaves in drainage areas or within driveway easement is prohibited

5. No swine, cattle, poultry, other livestock or vicious animal of any kind, shall be allowed or maintained on any lot at any time. Owners of all lots may not keep thereon more than two dogs or two cats or two other household pets, but they shall not be permitted to keep such animals for commercial purposes and must comply with local law. No dogs or cats shall be kept in a manner as to constitute a nuisance to other lot owners.

6. No junk, unsightly material or goods of any nature, inoperative automobiles or used building materials shall be stored upon any lot unless it is concealed in an approved building.

7. While residential structures may have basements, there shall be no basement houses or underground structures used as a dwelling, temporarily or permanently.

8. Whenever local laws and zoning regulations are more restrictive than the covenants herein contained, they shall take precedence.

9. All buildings or structures of any kind constructed on any lot in this subdivision shall have full masonry foundations and shall be brick to finish grade. In no event shall there be exposed concrete blocks, whether in foundations or retaining walls on any structure. Metal buildings are prohibited. All driveways shall be concrete or asphaltic paving.

10. No structures, satellite dishes or television receptacles are to be installed in the front or side yard of any lot. Satellite dishes larger than three-foot diameter are prohibited.

11. Before any construction is commenced upon any lot, the owner shall have an approved building permit. No residence may be occupied without a final use and occupancy certificate.

12. All lots shall be connected to sanitary sewer main(s) or service lines. Septic field areas are prohibited.

13. All owners of lots shall install driveway culverts in accordance with local law and permit as required when drainage and topography dictate the necessity of a culvert.

14. No fence shall extend nearer to the front of a lot than the rear of a residence; however, the planting of hedges, shrubbery or evergreens in lieu of fencing, extending to the front or sides of any lot is permitted, provided such planting shall be maintained at a height not to exceed forty-two (42) inches.

15. No residence shall be maintained on any lot unless the same be connected with and served with water from the public water supply main service lines.

16. The building setback lines shall not be less than are required by the Metropolitan Government.

17. The Developer of this subdivision or her assigns reserve the right to enter upon any lot for the purpose of cutting grass and cleaning up said lot, if the same be reasonably required, charging the expense to the owner thereof, which shall become a lien upon the land.

18. All dwellings must be constructed of good quality materials, have 100% exterior brick facades and shall contain a minimum heated living area of Two Thousand Eight (2,800) square feet when the dwelling is a one story structure. If the dwelling be of two or more stories in height, the main floor must contain at least Two Thousand (2,000) square feet and overall contain Three Thousand Two Hundred (3,200) square feet. An attached garage, porch, terrace or similar appurtenance shall not be used to calculate the minimum square footage required. While detached garages and storage buildings are permitted, they must be of such character that shall conform and be in harmony with the exterior design of the principal structure on the lot. Detached garages and storage buildings require developer's approval as is set forth in No. 26 herein. All garages must provide for parking of at least two (2) cars. Notwithstanding the herein stated minimum requirements, developer, developer's designee or her heirs and assigns retain the right to vary the square footage requirements or exterior requirement if the proposed plan(s) are of such character as will be in keeping with the overall development scheme and/or enhance the development as a whole.

19. Construction of any buildings in said subdivision must be completed within twelve (12) months from the date a building permit for construction is issued.

20. No boat, trailer or any other recreational vehicle shall be regularly parked between the front of a residence and the street. In-ground swimming pools may be constructed to the rear of residences only and must be fenced and comply with local codes. Playground equipment must be located to the rear of the residences. Above ground pools are prohibited.

21. No vehicles other than family cars and/or pick-up trucks that are operable, on wheels and carrying a current State License and County Sticker, shall be kept or stored on any lot, unless they are in a garage or basement. No automotive vehicles are to be torn down, sanded or spray painted, unless the same is confined to a garage or basement and no lot owner shall be allowed to operate a vehicle repair service, public or private, or any type of commercial enterprise.

22. Mail boxes shall be of black metal or plastic standard manufactured type, as approved by the United States Post Office, and mail boxes constructed of stovepipes, stoves, plows, welded chains, etc., shall not be permitted.

23. On no lot shall there be storage of wet garbage, rags, paper, shavings, bones, tin cans, open bottles, etc., and all refuse is to be kept in standard type garbage cans. Open incineration or incineration in barrels is prohibited.

24. Building materials shall not be stored on any lot or a portion thereof for a period more than four (4) months, unless

construction has started, and then said construction must be completed as aforesaid. Upon completion of all buildings, the site will be seeded and strawed.

25. Fences, where allowed, shall be of plastic, split-rail cedar, redwood or cypress. Dog kennel/pen fencing shall be allowed only by prior developer approval as to size and location. All fence rows are to be clean of weeds and unattractive vegetation.

26. Developer desires to create a community of custom designed homes by building and architectural guidelines. All plans, elevations, materials and color selections must be submitted to Developer or her designee(s) or her heirs and assigns and approved prior to commencement of construction. Developer, her designee or heirs and assigns, must give approvals required herein in writing within ten (10) days of submittal by an owner or agent of the owner. In the event sale of all tracts governed by these restrictions has occurred by the Developer, the Developer shall then be deemed to be the owner who has occupied a tract as his or her residence for the longest period of time. Heating, ventilation and air conditioning shall be supplied by central units, or as otherwise approved by Developer. No exterior air conditioning equipment shall be located in the front yard or near the front corners of the residences. All tracts shall utilize natural gas for heating and water heating in the event all tracts are served by natural gas utility.

27. No signs of any advertising, except those for sale of property, are permitted. Signing for sale of the subdivision lots and identifying the subdivision are permitted by developer or its designee.

These restrictions and covenants are to run with the land and shall be binding upon all parties claiming under owner-developer, for a period of thirty (30) years from the date these covenants are recorded, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change in said covenants in whole or part. Enforcement of these restrictions shall be proceedings at law or in equity against any person or persons violating or attempting to violate the restrictions. Violators will be responsible for court costs and reasonable attorney's fees incurred for enforcement of these covenants. Invalidation of any of these restrictions by judgment of the Court shall in no wise effect the validity of the remaining provisions which shall remain in full force and effect.