Bill Garrett Davidson County
Batch# 65759 DEEDQC
03/06/2018 10:33:00 AM 5 pgs
Fees: $27.00 Taxes: $0.00
20180306-0020963

Record and Return Mail To:
This Instrument Prepared By:
RUSS COOK AND ASSOCIATES, P.C.
Attorneys at Law
5141 Virginia Way, Suite 220
Brentwood, Tennessee 37027
(615) 370-2444

Prepared from Information supplied by the parties

NO CONSIDERATION
NO TITLE SEARCH
QUITCLAIM DEED

Address of New Owner:
Michael Scott Patton and Valerie C. Patton, Trustees, Patton Family Revocable Living Trust Agreement
4661 Hessey Road
Mt. Juliet, TN 37122

Send Tax Bills To:
New Owner

Map and Parcel No.
11000019700

FOR AND IN CONSIDERATION of One Dollar ($1.00), cash in hand paid, receipt of which is hereby acknowledged and other good and valuable consideration, **M. Scott Patton and wife, Valerie Patton,** ("Grantors") this day have bargained and sold, and hereby quitclaim, convey and transfer unto **Michael Scott Patton and Valerie C. Patton, Trustees, Patton Family Revocable Living Trust Agreement dated February 28, 2018** ("Grantees"), all of their interest in and to a certain tract of land in Davidson County, Tennessee, described more fully as follows:

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

Commencing 0.35 feet, North 15 degrees 47 minutes 32 seconds East, from a witness iron rod found at a fence corner post in the North margin of Hessey Road, said witness Old Iron Rod being 1,342 feet +/- from the centerline intersection of Hessey Road and Earhart Road, said point being a common corner with Chris Pardue, as recorded in Book 11538, Page 249, R.O.D.C., TN;

Thence, North 15 degrees 47 minutes 32 seconds East, 297.97 feet to a Old Iron Rod; Thence, North 83 degrees 47 minutes 26 seconds West, 41.36 feet to an Old Iron Rod; Thence, North 08 degrees 58 minutes 28 seconds East, 661.18 feet to a Old Iron Rod; Thence, South 84 degrees 12 minutes 48 seconds East 341.52 feet to a Old Iron Rod; said point being a common corner with Wanda Baker, as recorded in Instrument Number 20060112-0004970, R.O.D.C., TN;

Thence, South 83 degrees 34 minutes 37 seconds East, 208.21 feet to a Old Iron Rod; Thence, South 84 degrees 00 minutes 10 seconds East, 47.01 feet to the true point of beginning.

Thence, South 84 degrees 00 minutes 10 seconds East, 148.98 feet to a Old Iron Rod; Thence, South 81 degrees 01 minutes 29 seconds East, 71.10 feet; Thence, with a severance line South 07 degrees 28 minutes 00 seconds West, 989.41 feet to the North margin of Hessey Road;

Thence, North 83 degrees 33 minutes 15 seconds West, 220.03 feet to the true point of beginning.

Being the same property conveyed to **M. Scott Patton and wife, Valerie Patton**, by Warranty Deed dated May 30, 2008, from **Seven Points, LLC**, as recorded in Instrument No. 20080602-0055629, Register's Office of Davidson County, Tennessee.

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.

This property is further Subject to any and all Conveyances on attached "Exhibit A".

M. Scott Patton and **Michael Scott Patton** are one and the same person.

Valerie Patton and **Valerie C. Patton** are one and the same person.

This is improved property known as: **4661 Hessey Road, Nashville, TN 37122.**

(Description from prior deed of record).

Section 35-15-510 of the Tennessee Code Annotated shall apply to the real property described herein.

IN WITNESS WHEREOF, the Grantors hereby affix their signatures on this the 28th day of February 2018.

M. Scott Patton

M. Scott Patton

Valerie Patton

Valerie Patton

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, the within named **M. Scott Patton**, with whom I am personally acquainted, and who acknowledged, upon oath, that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal this 28th day of February 2018.

Notary Public

My Commission Expires:
10/20/2019

RUSSELL T. COOK
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

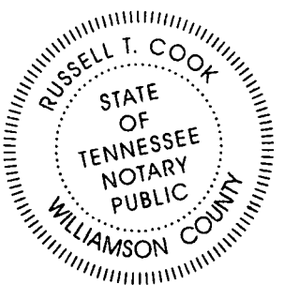
STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, the within named **Valerie Patton**, with whom I am personally acquainted, and who acknowledged, upon oath, that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal this 28th day of February 2018.

Notary Public

My Commission Expires:
10/20/2019



STATE OF TENNESSEE
COUNTY OF WILLIAMSON

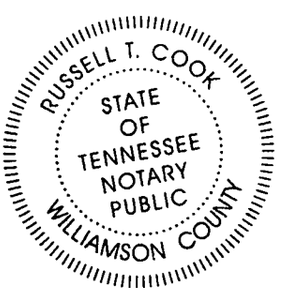
The actual consideration for this transfer is Zero Dollars ($0).

Affiant

Sworn to and subscribed to before me, this the 28th day of February 2018.

Notary Public

My Commission Expires:
10/20/2019



"Exhibit A"

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.