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**AFTER BEING PROPERLY EXECUTED, THIS DOCUMENT MUST BE IMMEDIATELY RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS OF THE COUNTY OR COUNTIES WHERE THE PROPERTY IS LOCATED.**

PERSON(S) RESPONSIBLE FOR PROPERTY TAXES: Joel F. Brier  
8400 Myakka Court  
Lake Worth, FL 33467

I, or we, hereby affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$42,000.00, whichever amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.



Presented to me on this the 14th day of June, 2006. Affiant

*Jill S. Bard*  
Register of Deeds or Notary Public

My Commission Expires: 3-6-2010

**WARRANTY DEED**

THIS INDENTURE made and entered into on this the 14th day of June, 2006 by and between **Joel F. Brier**, hereinafter referred to as the GRANTOR, and **JOEL F. BRIER and GARY A. BRIER, each an equal 1/2 undivided interest**, hereinafter referred to as the GRANTEEES.

WITNESSETH, that for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said GRANTOR has this day bargained and sold and by these presents does transfer and convey unto the said GRANTEEES the following described tract or parcel of land, in the 9<sup>th</sup> Civil District of Overton County, Tennessee, to wit:

"Beginning on a 10" wooden fence post being the Northern most corner of this described parcel as well as being located S 77° 09' 13" E 31.18 feet from a power pole; thence running along a fence S 31° 05' 01" E 687.10 feet to a 1/2" pipe set; thence leaving the fence and going with Highway 85 S 81° 48' 36" W 5.08 feet; thence S 69° 00' 14" W 81.68'; thence S 64° 28' 22" W 95.74 feet; thence S 63° 19' 08" W 58.11 feet; thence S 63° 13' 31" W 55.05 feet; thence S 61° 42' 08" W 84.19 feet; thence S 59° 59' 56" W 92.27 feet; thence S 73° 57' 37" W 97.38 feet; thence N 82° 21' 58" W 91.01 feet; thence N 81° 42' 43" W 153.41 feet; thence N 86° 33' 37" W 56.61 feet; thence N 61° 44' 20" W 30.76 feet; thence N 11° 50' 01" W 44.07 feet; thence N 31° 48' 29" E 35.73 feet; thence N 53° 46' 00" E 12.57 feet; thence N 65° 10' 40" E 19.75 feet; thence N 79° 08' 42" E 38.12 feet; thence N 75° 43' 19" E 25.10 feet; thence N 49° 12' 45" E 57.36 feet; thence N 13° 58' 12" E 35.47 feet; thence N 08° 56' 20" W 39.53 feet; thence N 37° 45' 41" W 68.63 feet; thence N 53° 19' 43" W 30.74 feet; thence leaving Highway 85 and going with Thicket Road along a curve turning to the right with an arc length of 42.64', with a radius of 25.00', and having a chord of N 04° 28' 00" W 37.66'; thence N 44° 23' 43" E 77.37 feet; thence N 42° 55' 31" E 69.97 feet; thence N 52° 46' 34" E 132.49 feet; thence N 48° 34' 51" E 123.60 feet; thence N 35° 28' 58" E 103.44 feet; thence N 28° 24' 13" E 108.04 feet to the beginning 8.20 acres as surveyed by Christopher M. Vick R.L.S. #2164 on 26 September, 2005."

**JOVERTON COUNTY TAX MAP 94 PARCEL 8.01 (Lot #'s 1-3 & 5-10) and OVERTON COUNTY TAX MAP 94, PARCEL 17.00 (Lot# 4).**

The previous and last conveyance being a Warranty Deed dated October 17, 2005 from Ronnie W. Phillips and wife, Amy Leigh Phillips to Joel F. Brier, and same is of record in Record Book 6, Page 595 in the Register's Office of Overton County, Tennessee for Lot #'s 1-3 & 5-10 and also a Warranty Deed dated June 5, 2006 from Ronnie W. Phillips and wife, Amy Leigh Phillips to Joel F. Brier, and same is of record in Record Book 17, Page 819 in the Register's Office of Overton County, Tennessee for Lot #4.


Said property is a portion of the Ronald W. Phillips property, and **this conveyance is made subject to the following restrictions and covenants**; said restrictions being recorded with the Warranty Deed, at the Register's Office, Overton County, Tennessee; **said restrictions and covenants shall run with the land and be binding upon all future owners of said land**. to-wit:

1. The property shall be used for single family residential purposes only.
2. All residential structures shall contain no less than nine hundred (900) square feet of finished living space, exclusive of open porches, garages, porticos, carports and the like.
3. No parcel or tract shall be used in a way that noxious odors emit or unsightly, unhealthy or unkept conditions exist to the nuisance of other tract or parcel owners.
4. There shall be no commercial livestock operations of any kind, including, but not limited, to the raising for sale, slaughter or residential, chickens, cattle, goats, swine or other type animal or fowl. It will be a permissible use to keep and stable horses for personal use by the owner and/or occupant of the property.
5. No activity that creates a nuisance to other land owners as the result of loud noises, music, speakers, amplification of noise, etc. A nuisance shall include any such activity that diminishes or destroys the reasonable and quiet enjoyment of the properties subject of these declarations.
6. No inoperative or unlicensed vehicles will be placed or stored on said property. No accumulation of discarded personal effects, debris, waste, garbage or any unsightly objects or matter will be permitted on property.
7. That said property must conform to local zoning regulations.
8. Buyer will keep the property in a clean, sanitary and sightly condition, and in compliance with all laws or regulations imposed by any governmental authority having jurisdiction over any property for the care, safety, health and upkeep of real estate.
9. That Buyer will not nor will Buyer permit the storage of refuse, trash or hazardous materials on said property nor may the property be used as a dump or landfill site.
10. Any residence erected on the property must have the exterior completed within six (6) months. The exterior must be constructed with new material. All exterior must be finished in earthtones only (i.e. browns, grays). No white or white variations will be permitted.
11. Before occupancy of any house or manufactured house, a sewage disposal system must be installed in conformity with the minimum standards required by the County Board of Health.
12. Single-wide mobile homes are prohibited and shall not under any circumstances be placed on the property as a temporary or permanent structure. Double-wide mobile homes are permissible so long as placed in a manner to be consistent with the outside appearance of a permanent structure and will include concrete footing with block and brick underpinning.
13. No tent, camper, school bus nor recreational vehicle will be used as a permanent residence nor shall any other temporary residence be used for longer than thirty (30) days.
14. Where protective covenants and County or Township zoning ordinances are in conflict, the stricter requirement will prevail.
15. Invalidation of any of these covenants by judgement of court order will in no way affect any of the other provisions, which will remain in full force and effect.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging unto the said GRANTEE forever; and the said GRANTOR covenants with the GRANTEE that he is lawfully seized and possessed of said land in fee simple; have a good and lawful right to convey same, and that the same is unencumbered.

The GRANTOR further covenants and binds himself, his heirs and representatives, to warrant and forever defend the title to said land to the said GRANTEE, their heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS MY HAND on this day and date first above written.


  
Joel F. Brier

STATE OF ~~TENNESSEE~~ FLORIDA  
COUNTY OF ~~WEST~~ PALM BEACH

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named bargainer, Joel F. Brier, with whom I am personally acquainted, and who acknowledged the execution of the foregoing instrument for the purposes therein contained.

WEST PALM BEACH, FLORIDA

Witness my hand and official seal of office in ~~Livingston, Tennessee~~ on this the 14<sup>th</sup> day of JUNE, 2006.

  
NOTARY PUBLIC

My Commission Expires: 3-6-2010

(tm/wp9/re/rphillips-brier3.wd)



Franklin O. "Peck" Smith, Assessor  
Overton County

Rec #: 3864  
Rec'd: 15.00 Instrument #: 5370  
State: 155.40 Recorded  
Clerk: 1.00 6/27/2006 at 1:36 PM  
EDF: 2.00 in Record Book  
Total: 173.40 19  
Pgs 54-56