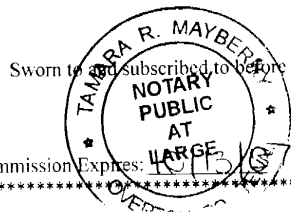


THIS INSTRUMENT WAS PREPARED BY THE LAW OFFICE OF DANIELS & GLAIMO, ATTORNEYS AT LAW, (WHOSE MAILING ADDRESS IS P.O. BOX 13, LIVINGSTON, TN 38570) BASED UPON INFORMATION FURNISHED. UNLESS A SEPARATE DOCUMENT IS PROVIDED BY PREPARER, NO REPRESENTATION IS MADE AS TO THE ACCURACY OF THE DESCRIPTION, THE STATUS OF THE TITLE OF THE SAID PROPERTY, DEEDS OF TRUST, LIENS OR ENCUMBRANCES THEREON.

**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 \$4,000.00, whichever amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.



Sworn to and subscribed to before me on this the 5<sup>th</sup> day of June, 2006.

Amy Phillips  
Affiant  
Tamara R. Mayberry  
Register of Deeds or Notary Public

My Commission Expires: LARGE

**WARRANTY DEED**

THIS INDENTURE made and entered into on this the 5<sup>th</sup> day of June, 2006 by and between **Ronnie W. Phillips and wife, Amy Leigh Phillips**, hereinafter referred to as the GRANTORS, and **JOEL F. BRIER**, hereinafter referred to as the GRANTEE.

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 GRANTORS have this day bargained and sold and by these presents do transfer and convey unto the said GRANTEE the following described tract or parcel of land, in the 9<sup>th</sup> Civil District of Overton County, Tennessee, to-wit:

“BEGINNING at State Highway 85 at the Southwest corner of Steel property, being Lot No. 5 of an unrecorded Plat; thence running with State Highway 85, S 61 degrees 44' 53" W 200 feet to a point; thence N 29 degrees 08' 12" W 220 feet to a point; thence N 61 degrees 44' 53" E 200 feet to a point; thence S 29 degrees 08' 12" E 200 feet to the point of BEGINNING. CONTAINING 1.01 acres, more or less, but sold by the boundary and not by the acre.”

**[OVERTON COUNTY TAX MAP 94, PARCEL 17.00 (Lot #4)]**

The previous and last conveyance being a Clerk and Master's Deed dated May 26, 2006 from Dorothy Stanton, Clerk and Master of the Chancery Court at Livingston, for Overton County, Tennessee to Ronnie W. Phillips and wife, Amy Leigh Phillips, and same is of record in Record Book 17, Page 413 in the Register's Office of Overton County, Tennessee.

**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 GRANTORS covenant with the GRANTEE that they are 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 GRANTORS further covenant and bind themselves, their heirs and representatives, to warrant and forever defend the title to said land to the said GRANTEE, his heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS OUR HANDS on this day and date first above written.

*Ronald W. Phillips*

Ronald W. Phillips by Amy Leigh Phillips through a Power of Attorney executed on September 16, 2005 and recorded on September 19, 2005 and is recorded in the Register of Deeds Office for Overton County, Tennessee in Record Book 4, Page 917.

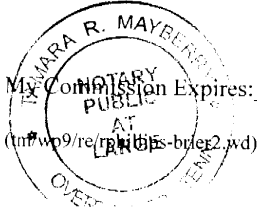
*Amy Leigh Phillips*

Amy Leigh Phillips

STATE OF TENNESSEE  
COUNTY OF OVERTON

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named bargainers, Ronald W. Phillips by Amy Leigh Phillips through a Power of Attorney executed on September 16, 2005 and recorded on September 19, 2005 and is recorded in the Register of Deeds Office for Overton County, Tennessee in Record Book 4, Page 917 and wife, Amy Leigh Phillips, with whom I am personally acquainted, and who acknowledged the execution of the foregoing instrument for the purposes therein contained.

Witness my hand and official seal of office in Livingston, Tennessee on this the 5<sup>th</sup> day of June, 2006.



*Tamara R. Mayberry*  
NOTARY PUBLIC

Franklin D. "Peck" Smith, Register  
Overton County

Rec #: 3622		
Rec'd: 15.00	Instrument #: 5012	
State: 14.00	Recorded	
Clerk: 1.00	6/6/2006 at 8:45 AM	
EDP: 2.00	in Record Book	
Totals: 32.00	17	
	Fee 619-821	