

I, or we, hereby swear or affirm that the actual consideration for the transfer or value of the property transferred, whichever is greater, is \$ 35,560.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Arden L. Hill

Affiant

Subscribed and sworn to before me this, the 10th day of February



NOTARY PUBLIC

Register or Notary Public

My term of commission expires 12-05-2001

This instrument was prepared by
MIKE P. LYNCH
LYNCH, LYNCH & LYNCH
Attorneys at Law
P. O. Box 310
Winchester, TN 37398

MAP 117

GROUP _____

PARCEL 201

WARRANTY DEED

For a full and valuable consideration, cash in hand paid, receipt of which is hereby acknowledged, WE, **CHARLES RAY EVANS and BURT WELLS**, have this day bargained and sold and do hereby transfer and convey unto **GORDON CHRIS GUESS**, a single person, his heirs and assigns, certain real estate located in the 10th Civil District of Franklin County, Tennessee, and being more particularly described as follows:

Beginning at a #5 rebar set with a cap stamped "JOHNSON ASSOC TN RLS #1632" (all such points herein after referred to as a capped rebar set) in the North boundary of the 150 foot right of way of State Route 16, said point being further described as being the Southwest corner of the herein described tract and being located North 84 deg. 54 min. 39 sec. West, 2,306.37 feet from the centerline intersection of State Route 16 and the gravel road leading back to Evans' cabin; thence from the POINT OF BEGINNING leaving State Route 16, North 12 deg. 30 min. 50 sec. East, 592.95 feet to a capped rebar set; thence South 44 deg. 45 min. 34 sec. East, 150.81 feet to a capped rebar set; thence South 73 deg. 16 min. 19 sec. East, 132.22 feet to a capped rebar set; thence South 57 deg. 24 min. 49 sec. East, 239.73 feet to a capped rebar set; thence South 34 deg. 53 min. 55 sec. West, 572.10 feet to a capped rebar set in said State Route 16; thence with State Route 16 North 55 deg. 06 min. 05 sec. West, 287.70 feet to the point of beginning. Said tract contains 5.08 acres, more or less, as surveyed by Kurt M. Johnson, TN RLS #1632, dated August 23, 1998.

Being a portion of the property conveyed to Charles Ray Evans and Burt Wells by deed recorded in Deed Book 287, page 463, Register's Office of Franklin County, Tennessee.

Said property is conveyed **SUBJECT TO** the Restrictive and Protective Covenants attached hereto as Exhibit A and incorporated herein by reference.

The Grantee joins in the execution of this document for the purpose of acknowledging this understanding that utility lines will be installed along the front of the subject property where it adjoins the highway right of way for the purpose of providing utilities to this and the adjoining properties, and the Grantee hereby agrees that he will execute any documents necessary to grant unto Duck River Electric Membership Corporation a utility line easement running over and across the front of the subject property for the purpose of installing, maintaining and repairing said utility lines.

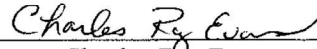
C. PHILIP HAYES
FRANKLIN CO. PROPERTY ASSESSOR

TO HAVE AND TO HOLD to the said GORDON CHRIS GUESS, his heirs and assigns forever.

We covenant with the said Grantee, his heirs and assigns, that we are lawfully seized and possessed of the above described real estate, that we have a good and perfect right to sell and convey it, and that the same is free and unencumbered.

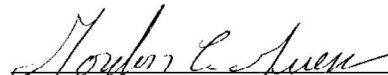
We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the above described property to the said Grantee, his heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS OUR HANDS on this 10th day of February, 1999.


Charles Ray Evans


Burt Wells

GRANTORS


Gordon Chris Guess

GRANTEE

RESTRICTIVE AND PROTECTIVE COVENANTS

FRANKLIN COUNTY, TENNESSEE

This declaration of restrictive covenants is made on the _____ day of December 1998, by Ray Evans and Charlie Burt Wells; hereinafter referred to as "Developer".

BK D291 PG 351

WHEREAS, the Developer desires to develop said property as a residential development, and to provide and adopt a uniform plan of covenants, easements, restrictions and conditions which will control and preserve the values, amenities and desirability and attractiveness of the real property within.

Now, THEREFORE, in consideration of the premises, Ray Evans and Charlie Burt Wells (hereinafter referred to as the "Developer") will be appointed for review of any and all said plans to property. The Developer agrees with any and all persons, firms, corporations, or other entities hereafter acquiring any of the property herein above described, that the same shall be and is hereby subject to the following restrictions, covenants, conditions, and easements relating to the use and occupancy thereof, said restrictions to be construed as covenants running with the land which shall be binding on all parties having or acquiring any right, title, or interest in the described property or any part thereof, and which insure to the benefit of each owner thereof. Every person or other party hereafter acquiring any of the within described property subject to this declaration by acceptance of a deed or other conveyance of any interest in or to said property, and regardless of whether the same shall be signed by such person and whether or not such person shall consent in writing, shall take such property interest subject to this declaration and to the terms and conditions hereof, and shall be deemed to have consented to the same.

PROPERTY SUBJECT TO THIS DECLARATION

The property which is and shall be held, transferred, sold, conveyed and occupied subject to this declaration is located in Franklin County, Tennessee.

ARCHITECTURAL MAINTENANCE AND USE RESTRICTIONS

Section 1. Single Family Residence. Only one (1) single family residential dwelling structure will be permitted to remain on any lot. The structure must not exceed two and one-half (2 ½) stories in height, plus a basement, and a garage. In no event shall any part of the main structure or garage be used as a second dwelling for rental purposes. Duplex residences, garage or basement apartments, or group homes are prohibited. No tract or tracts conveyed in this development shall be subdivided. Mobile Homes, Modular Homes and Trailers of any type are strictly prohibited.

Section 2. Additional Structures. Additional structures of a supporting nature (gazebos, gardening and tool houses, etc.) will be permitted when their design and materials are in accord with the primary structure and the supporting building(s) are approved in design, materials, and locations by the Developer.

Section 3. Dwelling Quality and Size. All dwellings shall be of good quality and workmanship and materials. The minimum heated floor area shall be as follows:

	<u>1st Floor</u>	<u>2nd Floor</u>
1 Story	1800	****
1 ½ Story	1000	800
2 Story	1000	1000

Section 4. Location of Improvements Upon the Tract. Subject to applicable laws and development regulations, any Owner of one or more of the adjoining tracts (or portions thereof) may consolidate such tracts into one single family residence building site, with the privilege of constructing improvements on such tract.

Section 5. Landscaping. The owner shall install landscaping within 180 days of the certificate of occupancy. Landscaping shall be performed in such a way as not to be offensive to any other occupants of neighboring tracts and to maintain the rustic appeal of the development.

Section 6. Mailboxes. Only one mailbox/newspaper box per single family residence shall be allowed. All mailboxes/newspaper boxes shall be of a type and style and located on the respected tract as approved by the Committee.

Section 7. Lighting. Outside lightposts and lighting fixtures shall be of a type and style and located on the respective tract as approved by the Developer.

Section 8. Driveways. Driveways must be constructed of asphalt, concrete, or pea gravel. Curb crossings during construction shall be restricted to area of the future curb cut for the permanent drive so as to minimize curb damage. The driveway surface shall be completed within 180 days from the issuance of a certificate for occupancy.

Section 9. Prohibition of Certain Activities. No activity shall be carried out on any Tract which is not related to single family residential purposes. Each owner shall refrain from any act through the use of his tract which reasonably causes embarrassment, discomfort, annoyance or nuisance to the neighborhood or any neighbors. No noxious, offensive or illegal activity shall be carried out on any tract. No noise may be created that reasonably disturb the peace and quiet of the occupants of the surrounding property.

Section 10. Animal Husbandry. No tract or portion of a tract or combination of tracts will be used for the raising of or keeping of poultry, rabbits, horses, cows, swine, sheep, goats, snakes, exotic animals, or other livestock; however, this covenant will not prevent the keeping of normal household pets such as birds, dogs, or cats, provided they are not bred or maintained for commercial purposes and in reasonable numbers ("reasonable" being determined by the Developer). Due to the location of the property and the close proximity to a Wildlife Management Area, it is encouraged that the Owners not allow the pets to roam free, for their own safety.

Section 11. Fences, Walls, Planters. Plans for all side or rear fences, screens, walls, or enclosures must be approved by the Developer in writing prior to construction.

Section 12. Visual Screening on Tracts. The Owner or occupant of all tracts shall in no event use any tract for storage of material and equipment except for normal residential and construction requirements or permit the accumulation or burning of garbage, trash, or rubbish of any kind thereon. All garbage containers have to be enclosed and located in the garage. All equipment, coolers, woodpiles (except a reasonable amount of logs for woodburning fireplaces, neatly stacked), garbage can refuse, or storage piles shall be walled in to conceal the same from view of neighboring tracts, roads, streets, or common areas. All yard equipment, woodpiles or storage piles shall be screened so as to conceal them from view of neighboring tracts or roads. The Developer reserves the right to have any tract cleaned which is not in compliance with this restriction, and to assess all charges against the owner(s) of the tract.

Section 13. Tract Maintenance. All tracts shall be kept at all times in a sanitary, safe, neat, and orderly manner and shall be maintained whether occupied or unoccupied by a dwelling. No tracts shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept on any tract except in sanitary containers and said containers must be kept in a clean and sanitary condition. The burning of trash, leaves, clippings, or other debris shall not be permitted on any part of any land without written permit from the local bodies having jurisdiction over such burning. The Developer reserves the right to have any tract cleaned which is not in compliance with this restriction, and to assess all charges against the owner(s) of the tract.

Section 14. Signs, Advertisements, Billboards. No sign, advertisement, billboard or advertising structure of any kind shall be displayed to the public view on any lot except for the purpose of advertising the property for sale or rent.

Section 15. Removal of Dirt and Trees. No removal of dirt and trees shall be permitted which change elevations that materially affect surface grades of surrounding tracts without the written approval of the Developer.

Section 16. Antennae. No electronic, radios, television or other type of device used for transmitting or receiving signals shall be erected, constructed, placed, or permitted to remain on any tract, houses, or buildings unless located to the rear of the house, the rear of the roof ridge line, or gable of the main structure so as to be hidden from sight.

Section 17. Storage of Automobiles, Boats, Trailers, Other Vehicles, and Equipment. No automobiles, boats, trailers, campers, motorcycles, buses, trucks, tractors, recreational vehicles, inoperative vehicles, equipment or machinery of any kind, camp rigs off trucks, boat rigging or any item deemed offensive by the Developer shall be stored permanently or semi-permanently on any public road, right-of-way or driveway. Permanent or semi-permanent storage of such vehicles or items must be screened from public view either within the garage or behind a solid fence. No junkyard shall be maintained in the Development, nor shall farm equipment nor commercial trucks larger than three-quarter ton pickup trucks be parked in development longer than is necessary for moving or for construction and maintenance then in progress. No metal outbuildings of any type will be permitted.

Section 18. Building Materials. All building materials, whether for initial or subsequent construction, shall be of high quality guided by industry standards and all applicable building codes. Building shall be constructed of brick, mountain stone, or approved logs. Samples shall be taken to Developer for approval prior to construction starting.

Section 19. Building Maintenance. All tracts, together with the exterior of all improvements (if any) located thereon, shall be maintained in a neat and attractive condition by their respective owners. Such maintenance shall include, but shall not be limited to painting, repairing, replacing and caring for roofs, gutters, downspouts, building surfaces, walks and other exterior improvements, cutting grass, lawn maintenance and proper attention and care for all trees, shrubs, and other landscaping.

Section 20. Government Requirements. Each owner shall observe all governmental building codes, health regulations, zoning, restriction and any provision of this Declaration, the more restrictive provision shall apply.

Section 21. Unintentional Violations. In the event of unintentional violation of any of the foregoing restrictions with respect to any tract, the Developer reserves the right to change, amend, or release any of the foregoing restrictions as the same may apply to that particular tract in their sole discretion.

Section 22. Utilities. All public and privately owned electrical, telephone, cable television, gas, water, and sewer lines and communication lines shall be installed in such a manner as to provide underground service from the street to the house or premises being served.

Section 23. Construction Diligence. All construction work must be completed with all due diligence. No incomplete structure shall be permitted to exist without active construction for more than ninety (90) days. Construction of any structure shall be completed within nine (9) months from the date of the groundbreaking.

Section 24. Garages. The garage must be for not less than two (2) cars nor require more than three (3) doors, either single or double doors. Garage doors should have automatic garage door openers installed and doors must be kept closed when not in use.

Section 25. Children's Treehouses. Children's treehouses, if built, must be properly constructed so as to present a neat, uncluttered appearance and must be to the rear of the main dwelling houses.

ARCHITECTURAL CONTROL

No construction, reconstruction, remodeling, alteration, or addition to any structure, building, fence, wall, driveway, outbuilding or improvement of the exterior shall be constructing without obtaining the prior written approval of the Developer as to the location, plans and specifications. As a prerequisite to consideration for approval and prior to beginning the contemplated work, a copy of the plat, the building plans and specifications shall be submitted to and retained by the Developer shall be the sole arbiter of such plans and may withhold written approval for any reason including purely aesthetic considerations. Upon giving written approval, house and driveway are staked out on the tract, such locations are then again inspected and approved by the Developer before any trees may be cut and tract graded. Construction shall then be started and prosecuted to completion promptly and in strict conformity of the plans. The Developer shall be entitled to stop any construction in violation of these restrictions. In the event the Developer fails within thirty (30) days to approve or disapprove, in writing, such plans and specifications, approval will not be required and this section will be deemed to have been fully complied with.

On speculation as well as contract houses, all exterior colors must have Developer approval. Earth tones are most desirable. Should a builder or client wish to make changes in these scheduled color schemes or design his/her own colors, this may be done only by consulting and working with the Developer. This will enable the developer to achieve and maintain a well-coordinated color scheme throughout the entire development.

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the Properties for a term of thirty (30) years from the date hereof, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 2. Amendments. Declarations may be amended during the first thirty (30) year period by an instrument signed by the Owners of not less than seventy-five percent (75%) of the property affected, and thereafter by an instrument signed by the Owners of not less than fifty percent (50%) of the property affected. No Amendment to these Declarations shall restrict or limit the rights retained by the Developer under these Declaration, including but not limited to, the right of architectural approval, without the Developer's written consent. Any amendment to these Declarations shall only become effective when an instrument evidencing such change, and signed by the appropriate parties, has been filed with the Register's Office of Franklin County, Tennessee.

Section 3. Governing Law. This Declaration shall be construed under and governed by the laws of the State of Tennessee.

Section 4. Covenants Running with the Land. Each and every declaration, covenant, condition and restriction set forth herein is for the benefit of all owners, their successors and assigns and shall be deemed to be covenants running with the land. Each owner shall be deemed to have assumed all obligations of this Declaration relating thereto.

Section 5. Severability. Invalidity of one or more of these restrictions by judgement, court order or otherwise shall not affect any of the other provisions, not expressly held to be void and all such remaining provisions shall remain in full force and effect.

Section 6. Enforcement. If any person, firm or corporation shall violate, or attempt to violate, any of these restrictions, it shall be lawful for any other person, firm or corporation owning any property within the area, to bring an action against the violating party at law or in equity for any claim which these restrictions may create and such other owner or interested part either to prevent said person, firm or corporation, from doing such acts or to recover damages for violation. Any failure by the Developer or any property owner to enforce any of said covenants and restrictions or other provisions, shall in no event be deemed a waiver of the right to do so thereafter. If it becomes necessary for any party to file suit to enforce any of these covenants or conditions, a party found guilty of violating this Declaration shall be required to pay a reasonable attorney's fee to the attorney representing the party petitioning for enforcement of this Declaration.

STATE OF TENNESSEE)
COUNTY OF FRANKLIN)

BK D291 PG 354

Personally appeared before me, the undersigned, a Notary Public in and for the above State and County, the within named, **CHARLES RAY EVANS and BURT WELLS**, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

10th WITNESS my hand and official seal at Winchester, Tennessee, on this day of February, 1999.

Lucy J. Hill
Notary Public

My commission expires 12-05-2001.

STATE OF TENNESSEE)
COUNTY OF FRANKLIN)

Personally appeared before me, the undersigned, a Notary Public in and for the above State and County, the within named, **GORDON CHRIS GUESS**, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

10th WITNESS my hand and official seal at Winchester, Tennessee, on this day of February, 1999.

Lucy J. Hill
Notary Public

My commission expires 12-05-2001.

REAL PROPERTY TAX RESPONSIBILITY:

Gordon Chris Guess
Box 137 Norwood Creek Road
Winchester, TN 37398

State of Tennessee, County of FRANKLIN
Received for record the 11 day of
FEBRUARY 1999 at 12:10 PM. (RECH 377)
Recorded in official records
Book D291 pages 349- 354
State Tax \$ 131.57 Clerks Fee \$ 1.00,
Recording \$ 26.00, Total \$ 158.57,
Register of Deeds LYDIA CURTIS DANIEL
Deputy Register DENISE HOLT