

Prepared By:
C. Brad Neff
Attorney at Law
106 Main St. N., P.O. Box 270
Jamestown, TN 38556-0770

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That for and in good consideration of the sum of Ten (\$10.00) Dollars, cash in hand paid, and other good and valuable considerations not necessary to be herein mentioned, the receipt all of which is hereby acknowledged, **NOLAN LARUE** has bargained and sold and does hereby transfer and convey unto **TIMOTHY LEWIS** the following described lots, tracts, or parcels of land, to-wit:

LOT NO. 19, COBB CREEK ACRES, PHASE II

The following described tract of land is located in the Fourth Civil District of Fentress County, Tennessee, and is roughly 12.74 miles south of the Courthouse in Jamestown, Tennessee, by way of U.S. Highway 127 South to the new Grimsley Post Office, thence westward along Old Grimsley Road approximately 0.7 miles feet to the intersection of Old Grimsley Road with Old Wilder Road, thence southwestwardly on Old Wilder Road about 0.1 mile to the intersection with Hack Beaty Road, then southwardly on Hack Beaty Road about 0.15 mile to a set 1/2" iron pin with cap on the eastern right-of-way of Hack Beaty Road, the southwest corner of Lot No. 18, Cobb Creek Acres Phase II and the Point of Beginning. Thence from said iron pin along the southern line of Lot No. 18 S 83° 28' 34" E 400.35 feet to a 1/2" iron pin (set), the southeast corner of Lot No. 18, thence along the eastern line of Lot No. 18 N 20° 12' 51" E 298.47 feet to a point, now in a pond, and the junction point of Lots No. 12, 13, 18, and 19 of Cobb Creek Acres, Phase II. Thence along the southern line of Lot No. 13 S 69° 49' 31" E 183.51 feet to a 1/2" iron pin, the southwestern corner of Lot No. 14, Cobb Creek Acres Phase II, thence along the southern line of Lot No. 14 S 56° 24' 22" E 285.52 feet to the southernmost corner of Lot No. 19, thence generally along Cobb Creek S 25° 58' 17" W 59.69 feet, S 72° 22' 12" W 42.89 feet, S 02° 31' 48" W 26.36 feet, and S 44° 12' 31" W 78.45 feet to the line of Clella Townsend, Deed Book D4, Page 203. Thence generally westward along the Townsend line N 82° 39' 42" W 384.10 feet and N 83° 28' 34" W 422.97 feet to a set stone (found) in the right-of-way of Hack Beaty Road, thence along the right-of-way of Hack Beaty Road N 18° 38' 34" E 40.91 feet to the point of beginning, and containing 3.09 acres, more or less.. Being Lot No. 19 of Cobb Creek Acres, Phase II as shown on a survey by Tim Goad of G1 & Associates Surveying, TRLS #1748, Drawing No. 10006-02, and recorded in Plat Book 5 Page 135 in the Register's Office of Fentress County, Tennessee on February 5, 2007.

This lot is subject to the restrictions and covenants for Cobb Creek Acres, Phase II, as noted below:

**COBB CREEK ACRES Phase II
RESTRICTIONS & COVENANTS**

This conveyance is subject also to the following limitations and restrictive provisions which shall run with the lands and which are a part of the consideration hereof, to which the parties hereto expressly agree, and by acceptance hereof, the grantees herein expressly agree:

- 1. The grantee or grantees or their assigns or successor in interest, and any grantee or grantees or their assigns or successors in interest shall use the property

Handwritten initials and a circled number 1.

exclusively for residential purposes and shall not re-subdivide the acreage herein conveyed.

2. Fencing on any lot on the property herein conveyed shall be limited to woven wire, chain link, painted wood or spit rail; and other fencing, expressly barbed wire fencing, shall specifically be prohibited.
3. The property shall be restricted to single family type dwellings containing not less than 1400 square feet with at least 1200 square feet on the main floor with an attached garage. Car ports are prohibited.
4. No dwelling or out building shall contain exterior finish of concrete blocks, tar paper, rolled type siding or asphalt type siding.
5. Mobile (singlewide or double wide) and modular homes shall not be located on the property herein conveyed, either permanently or temporarily.
6. No swine or goats will be kept or maintained on the property. Poultry are limited to 6 hens per lot which must be kept contained and no more than 2 livestock or horses per acre owned.
7. Garbage, waste and refuse will be held for collection in containers.
8. No part of the property herein conveyed will be used for the purpose of a junkyard, or for a collection or storage area, or maintenance area, or parking area for junk, wrecked, disabled, or stripped automobiles.
9. All houses shall have a minimum of 5 roof breaks in the roof line, and no house shall have a roof pitch less than 5/12 except on porches.
10. Any outside buildings shall be the same exterior as the main residence and the front of the outbuilding shall not be located closer to the street than the rear of the house. Barns may have painted or stained wood or painted metal siding.
11. Only one house per lot.
12. All construction of new residences, barns and other out buildings shall be completed within 12 months from the beginning date.
13. Structures built on lots 12 through 17 shall be set back from Hollis Miller Court at least 50 feet.
14. All property owners shall maintain lots and lawn on a regular basis so as not to hurt the value other property owners. Vacant lots shall be mowed a minimum of twice each year.
15. No rough sawmill type materials shall be used on the residence.
16. Livestock or horses are not permitted to access Cobb Creek or the pond and must be fenced out at least 20 feet from the creek & pond bank.
17. All utilities shall be underground and satellite dishes may only be located opposite the street side of the house.
18. All lots shall have a 10 foot utility easement on all boundaries.
19. Motorized water craft are strictly prohibited on lots 12, 13, 18 & 19.
20. No live trees may be cut from any lot.
21. Owners, future purchasers, their heirs, successors, & assigns shall assume any and all liability occurring on the premises during their term of ownership and agree to hold harmless all others in this chain of title.

This conveyance is subject to any and all power lines, water lines, or easements for the same, regardless of whether same are actually of record, exist or henceforth may exist or be constructed.

Grantor reserves the right to deal freely with restrictions in succeeding conveyances of property located elsewhere in the subdivision and general area and in its sole discretion may vary, modify, add to, or omit such restrictions as it sees fit.

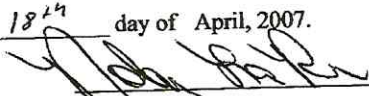
Previous and last conveyance being a deed from Fred Stout to Nolan LaRue, recorded November 13, 2006 in Deed Book 110 Page 242 of the Register's Office of Fentress County, Tennessee, of which this lot is a portion.

Being on **Tax Map 128 Part of Parcel 060.00** of the Tax Assessor's Office of Fentress County, Tennessee.

Taxes herein after should be sent to the Grantee at:
8530 West Hanna Avenue, Tampa, FL 33615

TO HAVE AND TO HOLD the above described real estate unto **TIMOTHY LEWIS**, their heirs and assigns forever, hereby covenanting that **NOLAN LARUE** is lawfully seized and possessed of the same, that it is unencumbered except as herein stated, that **NOLAN LARUE** has a good right and lawful authority to sell and convey the same, and that he will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

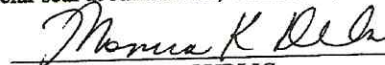
WITNESS my hand this the 18th day of April, 2007.


Nolan LaRue

STATE OF TENNESSEE
COUNTY OF FENTRESS

Personally appeared before me, a Notary Public, the within named bargainer, **Nolan LaRue**, with whom I am personally acquainted, and who acknowledges that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Jamestown, Tennessee, this the 18th day of April 2007.


NOTARY PUBLIC

My commission Expires:
5-19-2010



I or we swear or affirm that the actual consideration for this transfer of value of the property transferred; whichever is greater, is \$ 36,900.00 which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.


Affiant

Subscribed and sworn to before me this 18 day of April 2007

Register Loyce Faye Stephens

Deputy Register Linda King



BK/PG: 119/404-406
07001751

3 PGS : AL - GENERAL WARRANTY	
LINDA BATCH: 11478	
04/18/2007 - 09:19:17 AM	
VALUE	36900.00
MORTGAGE TAX	0.00
TRANSFER TAX	136.53
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	158.53

STATE OF TENNESSEE, FENTRESS COUNTY

FAYE STEPHENS
REGISTER OF DEEDS