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This Instrument Prepared by:

**HARTZOG, SILVA & DAVIES**  
Attorneys at Law  
123 Fifth Avenue North  
Franklin, Tennessee 37064

**DRIVEWAY MAINTENANCE AND  
RESTRICTIVE COVENANT AGREEMENT**

**WHEREAS**, Howard P. Smithson and wife, Doris C. Smithson, did on December 30, 1976, execute a Warranty Deed transferring to their sons, Jimmy A. Smithson, Howard G. Smithson and William A. Smithson, as tenants in common, a three-fourths (3/4) undivided interest in three tracts of real estate containing 169 acres, more or less; and,

**WHEREAS**, Doris C. Smithson did predecease Howard P. Smithson such that the one-fourth (1/4) interest in said real estate did vest by operation of law in Howard P. Smithson upon the death of the said Doris C. Smithson; and,

**WHEREAS**, William A. Smithson did predecease Howard P. Smithson such that his one-fourth (1/4) interest in said real estate vested upon his death in his two children, Meloney Ann Herrington and Bradley Howard Smithson; and,

**WHEREAS**, Howard P. Smithson died testate on October 16, 1993, and pursuant to the terms and provisions of his Last Will and Testament admitted to Probate, his one-four (1/4) interest in said real estate vested as follows: 1/3 in Jimmy A. Smithson; 1/3 in Howard G. Smithson; and, 1/3 in Meloney Ann Herrington and Bradley Howard Smithson; and,

**WHEREAS**, the present owners of said real estate are:

Jimmy A. Smithson	1/3
Howard G. Smithson	1/3
Meloney Ann Herrington	1/6
Bradley Howard Smithson	1/6

**WHEREAS**, The present owners of same for reference purposes herein are collectively referred to as "Owners"; and,

**WHEREAS**, Owners have engaged the services of Kevin L. Birdwell, a Tennessee Registered Land Surveyor, No. 1797, for the purpose of tracting and subdividing a portion of said real estate for marketing purposes, a copy of same dated June 30, 1998, being attached hereto as Exhibit A for reference purposes, the tracts containing the following specific acreage:

Tract 1	5.71 acres, more or less
Tract 2	6.84 acres, more or less
Tract 3	9.00 acres, more or less
Tract 4	6.83 acres, more or less
Tract 5	5.23 acres, more or less
Tract 6	5.20 acres, more or less
Tract 7	16.73 acres, more or less
Tract 8	10.56 acres, more or less

State of Tennessee, County of WILLIAMS  
 Received for record the 18 day of  
 SEPTEMBER 1998 at 2:44 PM. (REC# 286550)  
 Recorded in official records  
 Book 1727 pages 407-411  
 Notebook: 60 Page 380  
 State Tax \$ .00 Clerks Fee \$ .00,  
 Recording \$ 22.00, Total \$ 22.00,  
 Registrar of Deeds SAJIE WALKER  
 Deputy Registrar PAMELA GREER

**WHEREAS**, Owners are engaged in the process of marketing and selling the eight (8) tracts hereinabove referenced and have engaged the above-referenced surveyor for the purpose of defining on Exhibit A attached hereto an easement for ingress and egress and for the location, installation and repair of utilities, which said easement will traverse a portion of each of the eight (8) tracts herein referenced; and,

**WHEREAS**, Owners desire to reserve the right to extend the defined easement on Exhibit A back to the remaining tract of Owners containing 100 acres, more or less, with a provision that Owners shall reserve the right to divide its remaining acreage into a maximum of three (3) tracts with each of same likewise being served by said easement for ingress and egress and location, installation and repair of utilities; and,

**WHEREAS**, Owners desire to establish a maintenance agreement as to the roadway for ingress and egress which will serve the eight (8) tracts referenced on Exhibit A together with as many as three (3) additional tracts situated on remaining acreage retained by Owners; and,

**WHEREAS**, Owners desire to deposit into an escrow account, initially to be administered by Heritage Title & Escrow Company, Inc., the sum of Five Hundred Dollars (\$500) per tract (including the three tracts on acreage not subdivided on Exhibit A), a total of Five Thousand Five Hundred Dollars (\$5,500), with the provision same will ultimately be surrendered to a homeowner's association and/or such other entity as may be established by the owners of the tracts for the purpose of contributing to the future installation and maintenance of said driveway easement; and,

**WHEREAS**, Owners desire to establish on the eight (8) tracts to be marketed and sold as referenced on Exhibit A restrictive covenants; and,

**WHEREAS**, Owners desire that the roadway maintenance obligations and the restrictive covenants run with the land and be binding on each subsequent owner, his/her heirs, successors and assigns;

**NOW, THEREFORE**, for the purpose of establishing a roadway maintenance agreement and restrictive covenants as to the real estate hereinabove referenced, Owners acknowledge that the following agreement shall be imposed on said real estate and shall run with the land, same being binding on each Owner, his/her heirs, successors and assigns:

1. The roadway for ingress and egress will be situated within the roadway and public utilities easement as depicted on Exhibit A attached hereto, reference to which is made for a more specific legal description; and,

2. Owners shall reserve the right to extend the easement from its termination at Lots 7 and 8 back to the approximate 100 acres being retained by Owners, any extension continuing along the boundaries between Lots 7 and 8 substantially in a straight line from its present point of termination; and,

3. The remaining acreage Owners are retaining may be further divided into a maximum of three (3) tracts, but in any event, the acreage being retained will be impressed with a three-elevenths (3/11) responsibility for maintenance of the roadway herein; and,

4. Subsequent to the execution of this instrument, Owners will deposit with Heritage Title & Escrow Company, Inc., as initial escrow agent, the sum of Five Hundred Dollars (\$500) per tract, a total of Five Thousand Five Hundred Dollars (\$5,500), which said amount will be maintained in a non-interest bearing capacity.

Subsequent and/or during the marketing of the eight (8) tracts referenced on Exhibit A, the purchasers and/or owners of same shall be permitted to request a transfer of said funds into a homeowner's association account and/or other entity for the installation, maintenance and repairs to the roadway easement serving the tracts herein referenced; and,

5. The owner(s) of each of the eight (8) tracts depicted on Exhibit A together with the owner(s) of the remaining acreage will be required to pay one-eleventh (1/11) of the future cost of installation, maintenance and repairs to the driveway easement serving each of the tracts. Further, if the acreage being retained by Owners remains one tract, they will be required to contribute 3/11 to said cost. If the acreage being retained by Owners is subdivided into two tracts, each will be required to contribute 3/22 of the cost. If same is subdivided into three tracts, each will be required to contribute 1/11; and,

6. All decisions as to future improvement and/or maintenance decisions and the expenditure of funds associated therewith shall be made by a majority of the property owners. However, the owners collectively of a particular tract shall have one vote except that the owners collectively of the acreage not included on Exhibit A shall have three votes with same being adjusted in accordance with any subdivision of same which may be subsequently made. Until such time as the properties herein referenced are sold and/or transferred, the present owners of same as herein named shall be included in the computation of a quorum for the purpose of expending funds. They collectively shall have one vote per tract and three votes for the remaining acreage; and,

7. The eight (8) tracts referenced on Exhibit A shall be encumbered by the following specific restrictive covenants which shall run with the land:

- a. No mobile homes and/or other temporary residences;
- b. No commercial swine or poultry;
- c. No junk automobiles or out-of-service vehicles permitted within sight of Horton Highway or the roadway easement;
- d. Minimum of 2000 square feet under roof for each residence.

EXECUTED this 31<sup>st</sup> day of August, 1998.

Jimmy A. Smithson  
JIMMY A. SMITHSON

By: William P. Nelms  
WILLIAM P. NELMS, Attorney-in-Fact

Howard G. Smithson  
HOWARD G. SMITHSON

By: William P. Nelms  
WILLIAM P. NELMS, Attorney-in-Fact

Bradley H. Smithson  
BRADLEY HOWARD SMITHSON

Meloney A. Herrington  
MELONEY ANN HERRINGTON

STATE OF TENNESSEE  
COUNTY OF WILLIAMSON

ON THIS 31st day of August, 1998, before me personally appeared WILLIAM P. NELMS, to me known (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument on behalf of JIMMY A. SMITHSON and HOWARD G. SMITHSON, and who acknowledged that he executed the same as the free act and deed of the Jimmy A. Smithson and Howard G. Smithson.

WITNESS my hand and official seal at Franklin, Tennessee, this 31st day of August, 1998.

My Commission Expires:  
July 12, 2000

Carole L. Mathews  
Notary Public

STATE OF TENNESSEE  
COUNTY OF WILLIAMSON

PERSONALLY appeared before me, Stacey Yancy, a Notary Public in and for said county and state, the within named BRADLEY HOWARD SMITHSON and MELONEY ANN HERRINGTON, with whom I am personally acquainted (or upon sufficient evidence provided), and who acknowledged that he executed the within instrument for the purposes therein contained.

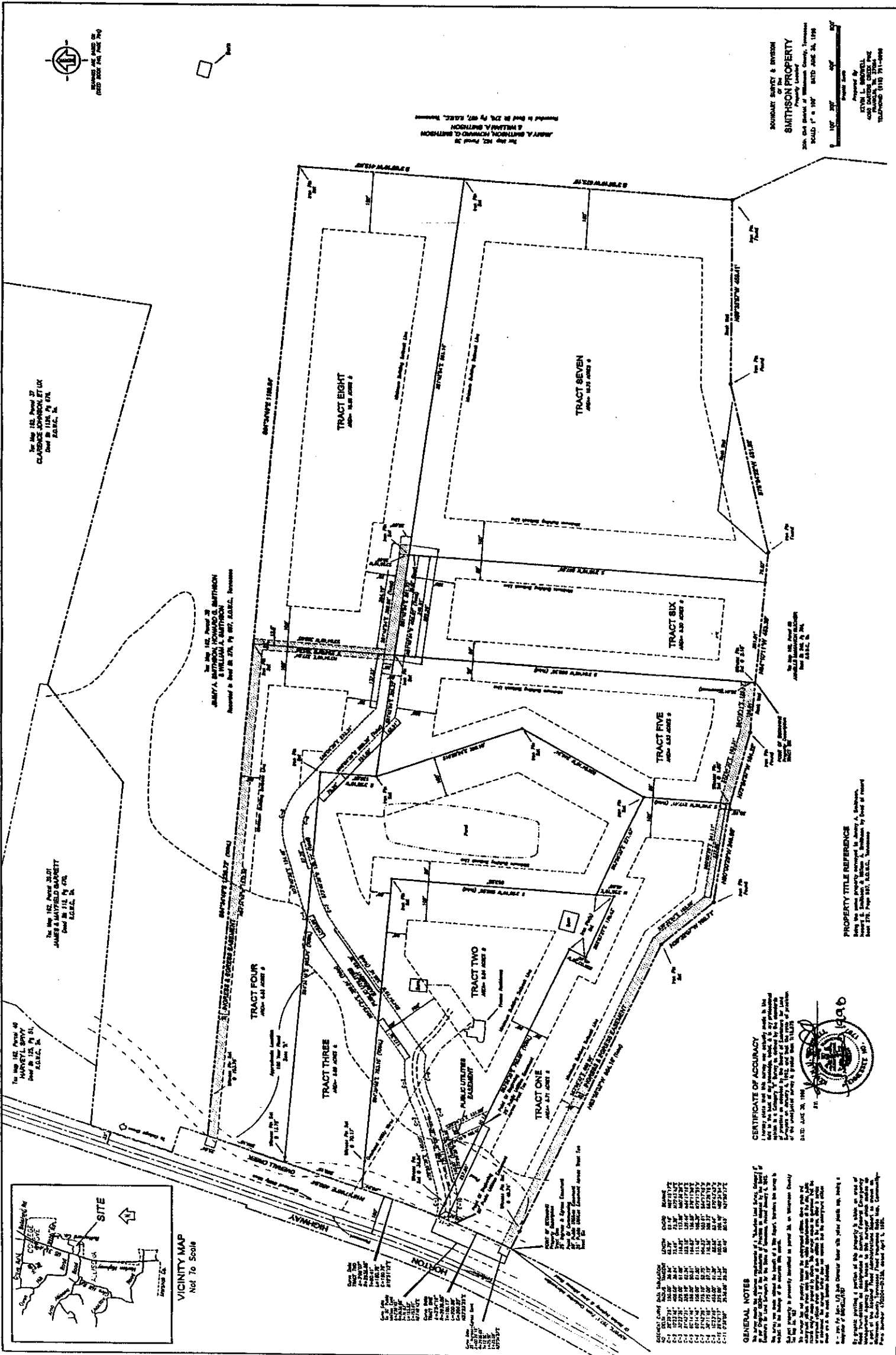
WITNESS my hand and official seal at Franklin, Tennessee, this the 26th day of August, 1998.

My Commission Expires:  
11-4-2001

Stacey Yancy  
Notary Public

# EXHIBIT A

BK 1727 PG 411



SMITHSON SURVEY & DIVISION  
 SMITHSON PROPERTY  
 Prepared by  
 STEVEN L. BRADWELL  
 6000 LANTANA DRIVE  
 MEMPHIS, TENNESSEE 38117  
 TELEPHONE (901) 911-9999



SMITHSON SURVEY & DIVISION  
 SMITHSON PROPERTY  
 Prepared by  
 STEVEN L. BRADWELL  
 6000 LANTANA DRIVE  
 MEMPHIS, TENNESSEE 38117  
 TELEPHONE (901) 911-9999

The New 1/2, Parcel 27  
 CLARENCE JOHNSON, ET UX  
 Deed to 11/8, PG 876  
 S.W. 1/4, S. 1/4

The New 1/2, Parcel 30/21  
 JAMES A. HAYFIELD GARNETT  
 Deed to 1/12, PG 476  
 S.W. 1/4, S. 1/4

The New 1/2, Parcel 40  
 HARVEY L. SPRAY  
 Deed to 1/12, PG 511  
 S.W. 1/4, S. 1/4

The New 1/2, Parcel 28  
 JAMES A. HAYFIELD GARNETT  
 Deed to 1/12, PG 476  
 S.W. 1/4, S. 1/4

The New 1/2, Parcel 28  
 JAMES A. HAYFIELD GARNETT  
 Deed to 1/12, PG 476  
 S.W. 1/4, S. 1/4

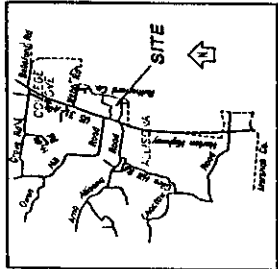
PROPERTY TITLE REFERENCE  
 Refer to the plat of the property surveyed to James A. Garnett,  
 James A. Garnett & William A. Smithson by deed of 1/12, PG 476,  
 S.W. 1/4, S. 1/4.

CERTIFICATE OF ACCURACY  
 I, the undersigned, being a duly licensed Professional Surveyor in the State of Tennessee, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the owner of the property surveyed and as the same appears on the original survey as shown to me by the owner of the property surveyed.



LINE	BEARING	DISTANCE	AREA
1-2	N 89° 15' 00" E	112.34	12.15
2-3	S 89° 15' 00" W	112.34	12.15
3-4	S 0° 00' 00" W	112.34	12.15
4-5	N 89° 15' 00" E	112.34	12.15
5-6	S 89° 15' 00" W	112.34	12.15
6-7	S 0° 00' 00" W	112.34	12.15
7-8	N 89° 15' 00" E	112.34	12.15
8-9	S 89° 15' 00" W	112.34	12.15
9-10	S 0° 00' 00" W	112.34	12.15
10-11	N 89° 15' 00" E	112.34	12.15
11-12	S 89° 15' 00" W	112.34	12.15
12-13	S 0° 00' 00" W	112.34	12.15
13-14	N 89° 15' 00" E	112.34	12.15
14-15	S 89° 15' 00" W	112.34	12.15
15-16	S 0° 00' 00" W	112.34	12.15
16-17	N 89° 15' 00" E	112.34	12.15
17-18	S 89° 15' 00" W	112.34	12.15
18-19	S 0° 00' 00" W	112.34	12.15
19-20	N 89° 15' 00" E	112.34	12.15
20-21	S 89° 15' 00" W	112.34	12.15
21-22	S 0° 00' 00" W	112.34	12.15
22-23	N 89° 15' 00" E	112.34	12.15
23-24	S 89° 15' 00" W	112.34	12.15
24-25	S 0° 00' 00" W	112.34	12.15
25-26	N 89° 15' 00" E	112.34	12.15
26-27	S 89° 15' 00" W	112.34	12.15
27-28	S 0° 00' 00" W	112.34	12.15
28-29	N 89° 15' 00" E	112.34	12.15
29-30	S 89° 15' 00" W	112.34	12.15
30-31	S 0° 00' 00" W	112.34	12.15
31-32	N 89° 15' 00" E	112.34	12.15
32-33	S 89° 15' 00" W	112.34	12.15
33-34	S 0° 00' 00" W	112.34	12.15
34-35	N 89° 15' 00" E	112.34	12.15
35-36	S 89° 15' 00" W	112.34	12.15
36-37	S 0° 00' 00" W	112.34	12.15
37-38	N 89° 15' 00" E	112.34	12.15
38-39	S 89° 15' 00" W	112.34	12.15
39-40	S 0° 00' 00" W	112.34	12.15
40-41	N 89° 15' 00" E	112.34	12.15
41-42	S 89° 15' 00" W	112.34	12.15
42-43	S 0° 00' 00" W	112.34	12.15
43-44	N 89° 15' 00" E	112.34	12.15
44-45	S 89° 15' 00" W	112.34	12.15
45-46	S 0° 00' 00" W	112.34	12.15
46-47	N 89° 15' 00" E	112.34	12.15
47-48	S 89° 15' 00" W	112.34	12.15
48-49	S 0° 00' 00" W	112.34	12.15
49-50	N 89° 15' 00" E	112.34	12.15
50-51	S 89° 15' 00" W	112.34	12.15
51-52	S 0° 00' 00" W	112.34	12.15
52-53	N 89° 15' 00" E	112.34	12.15
53-54	S 89° 15' 00" W	112.34	12.15
54-55	S 0° 00' 00" W	112.34	12.15
55-56	N 89° 15' 00" E	112.34	12.15
56-57	S 89° 15' 00" W	112.34	12.15
57-58	S 0° 00' 00" W	112.34	12.15
58-59	N 89° 15' 00" E	112.34	12.15
59-60	S 89° 15' 00" W	112.34	12.15
60-61	S 0° 00' 00" W	112.34	12.15
61-62	N 89° 15' 00" E	112.34	12.15
62-63	S 89° 15' 00" W	112.34	12.15
63-64	S 0° 00' 00" W	112.34	12.15
64-65	N 89° 15' 00" E	112.34	12.15
65-66	S 89° 15' 00" W	112.34	12.15
66-67	S 0° 00' 00" W	112.34	12.15
67-68	N 89° 15' 00" E	112.34	12.15
68-69	S 89° 15' 00" W	112.34	12.15
69-70	S 0° 00' 00" W	112.34	12.15
70-71	N 89° 15' 00" E	112.34	12.15
71-72	S 89° 15' 00" W	112.34	12.15
72-73	S 0° 00' 00" W	112.34	12.15
73-74	N 89° 15' 00" E	112.34	12.15
74-75	S 89° 15' 00" W	112.34	12.15
75-76	S 0° 00' 00" W	112.34	12.15
76-77	N 89° 15' 00" E	112.34	12.15
77-78	S 89° 15' 00" W	112.34	12.15
78-79	S 0° 00' 00" W	112.34	12.15
79-80	N 89° 15' 00" E	112.34	12.15
80-81	S 89° 15' 00" W	112.34	12.15
81-82	S 0° 00' 00" W	112.34	12.15
82-83	N 89° 15' 00" E	112.34	12.15
83-84	S 89° 15' 00" W	112.34	12.15
84-85	S 0° 00' 00" W	112.34	12.15
85-86	N 89° 15' 00" E	112.34	12.15
86-87	S 89° 15' 00" W	112.34	12.15
87-88	S 0° 00' 00" W	112.34	12.15
88-89	N 89° 15' 00" E	112.34	12.15
89-90	S 89° 15' 00" W	112.34	12.15
90-91	S 0° 00' 00" W	112.34	12.15
91-92	N 89° 15' 00" E	112.34	12.15
92-93	S 89° 15' 00" W	112.34	12.15
93-94	S 0° 00' 00" W	112.34	12.15
94-95	N 89° 15' 00" E	112.34	12.15
95-96	S 89° 15' 00" W	112.34	12.15
96-97	S 0° 00' 00" W	112.34	12.15
97-98	N 89° 15' 00" E	112.34	12.15
98-99	S 89° 15' 00" W	112.34	12.15
99-100	S 0° 00' 00" W	112.34	12.15

VICINITY MAP  
 Not To Scale



GENERAL NOTES  
 1. The survey was made in accordance with the provisions of the Tennessee Surveying Act of 1907, as amended, and the rules and regulations of the Board of Surveying and Mapping, State of Tennessee.  
 2. The survey was made by the use of a Leica Total Station, Model TS-11, and a Leica Level, Model NA-2, both of which are certified by the manufacturer to be accurate within the limits specified.  
 3. The survey was made on the day of the month of the year, 2000.  
 4. The survey was made by the use of a Leica Total Station, Model TS-11, and a Leica Level, Model NA-2, both of which are certified by the manufacturer to be accurate within the limits specified.  
 5. The survey was made by the use of a Leica Total Station, Model TS-11, and a Leica Level, Model NA-2, both of which are certified by the manufacturer to be accurate within the limits specified.  
 6. The survey was made by the use of a Leica Total Station, Model TS-11, and a Leica Level, Model NA-2, both of which are certified by the manufacturer to be accurate within the limits specified.  
 7. The survey was made by the use of a Leica Total Station, Model TS-11, and a Leica Level, Model NA-2, both of which are certified by the manufacturer to be accurate within the limits specified.  
 8. The survey was made by the use of a Leica Total Station, Model TS-11, and a Leica Level, Model NA-2, both of which are certified by the manufacturer to be accurate within the limits specified.  
 9. The survey was made by the use of a Leica Total Station, Model TS-11, and a Leica Level, Model NA-2, both of which are certified by the manufacturer to be accurate within the limits specified.  
 10. The survey was made by the use of a Leica Total Station, Model TS-11, and a Leica Level, Model NA-2, both of which are certified by the manufacturer to be accurate within the limits specified.

**BK/PG: 7375/284-292  
18020471**

<b>9 PGS : AMENDMENT</b>	
<b>JESSICA SWEENEY 544003 - 18020471</b>	
<b>05/31/2018 - 08:01:00 AM</b>	
<b>MORTGAGE TAX</b>	<b>0.00</b>
<b>TRANSFER TAX</b>	<b>0.00</b>
<b>RECORDING FEE</b>	<b>45.00</b>
<b>DP FEE</b>	<b>2.00</b>
<b>REGISTER'S FEE</b>	<b>0.00</b>
<b>TOTAL AMOUNT</b>	<b>47.00</b>

This Instrument Prepared by:  
Attorneys Title Company, Inc.  
2927 Berry Hill Drive  
Nashville, TN 37204

STATE OF TENNESSEE, WILLIAMSON COUNTY

**SADIE WADE**

REGISTER OF DEEDS

**AMENDMENT TO DRIVEWAY MAINTENANCE AND  
RESTRICTIVE COVENANT AGREEMENT**

THIS AMENDMENT to Driveway Maintenance and Restrictive Covenant Agreement (hereinafter the "Amendment"), made and entered into by Vickie L. Freas, Paul C. Freas, Lori Ramig, Rayne Arledge and Regina Arledge (collectively hereinafter the "Parties").

WITNESSETH:

WHEREAS, upon the division of the Smithson Property (hereinafter the "Smithson Property") into eight (8) tracts, the then owners of the Smithson Property executed a Driveway Maintenance and Restrictive Covenant Agreement (hereinafter the "Agreement") dated September 18, 1998 which appears of record in Book 1727, Page 407, Register's Office for Williamson County, Tennessee; and,

WHEREAS, on November 16, 1998, Vickie L. Richard (now Freas) and Paul C. Freas (hereinafter the "Current Owner") purchased Tracts Two, Three, and Five of the Smithson Property; and,

WHEREAS, under the terms of the Agreement, Current Owner is responsible for three-elevenths (3/11) of the cost of maintenance of the roadway referenced in the Agreement; and,

WHEREAS, Current Owner is under contract to sell their three (3) parcels, in a new and different two-tract division of the former Tracts Two, Three, and Five, to two (2) separate buyers, with 5.2 acres (hereinafter "Parcel 1") being conveyed to Lori Ramig (hereinafter "Ramig") and 15.9 acres (hereinafter "Parcel 2") being conveyed to Rayne and Regina Arledge (hereinafter "Arledge"). Parcel 1 and Parcel 2 are described in the legal description attached hereto as Exhibit "A" and further shown in the boundary survey prepared by Elkins Surveying Company dated May 20, 2018, attached hereto as Exhibit "B"; and,

WHEREAS, Ramig and Arledge will be assuming Current Owner's responsibility under the Agreement, and desire that the division of responsibility under the Agreement be reallocated and memorialized in this Amendment; and,

WHEREAS, Ramig shall assume one-third (1/3) of the Current Owner's present responsibility under the Agreement, alternatively stated as one-eleventh (1/11) of the total responsibility of all interested parties in the roadway which is governed by the Agreement, and

Arledge shall assume two-thirds (2/3) of the Current Owner's present responsibility under the Agreement, alternatively stated as two-elevenths (2/11) of the total responsibility of all interested parties in the roadway which is governed by the Agreement.

**NOW, THEREFORE**, for the purpose of establishing the division of responsibility under the Agreement related to the ownership and maintenance of the newly described Parcel 1 and Parcel 2, the Parties acknowledge that the following terms and conditions shall apply:

1. Upon purchase of Parcel 1 from Current Owner, Ramig shall assume, and does hereby assume, responsibility for one-third (1/3) of the Current Owner's present responsibility under the Agreement, alternatively stated as one-eleventh (1/11) of the total responsibility of all interested parties in the roadway which is governed by the Agreement; and,
2. Upon purchase of Parcel 2 from Current Owner, Arledge shall assume, and does hereby assume, responsibility for two-thirds (2/3) of the Current Owner's present responsibility under the Agreement, alternatively stated as two-elevenths (2/11) of the total responsibility of all interested parties in the roadway which is governed by the Agreement.
3. It is acknowledged that Parcel 1 and Parcel 2 represent a different division and description from the original Tracts Two, Three and Five but the Parties agree that the reallocation specified herein is reasonable and rational and shall govern the owners of Parcel 1 and Parcel 2 from this date forward. From and after the sale and conveyance by the Current Owner to Ramig and Arledge, the Current Owner shall be excused and held harmless from any continuing liability or responsibility to contribute to the cost of maintenance of the roadway as described in the Agreement. Ramig and Arledge hereby expressly assume, in the proportions stated above, such liability and responsibility.
4. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
5. Except as specifically set forth in this Amendment, the Agreement remains unchanged and in full force and effect.

*Signatures Appear on the Following Pages*

Signature Page to Amendment to Driveway  
Maintenance and Restrictive Covenant Agreement:

In Witness Whereof, the undersigned have executed this Amendment this the 25th day of  
May, 2018.


  
\_\_\_\_\_  
Paul C. Freas

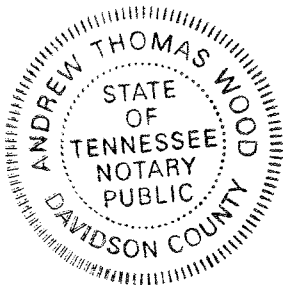
  
\_\_\_\_\_  
Vickie L. Freas

STATE OF TENNESSEE  
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for the State and County aforesaid,  
personally appeared Paul C. Freas and Vickie L. Freas, with whom I am personally acquainted (or  
proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged that they  
executed the foregoing instrument for the purpose therein contained.


WITNESS my hand and official seal at Nashville, Tennessee, this 25 day of May, 2018.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 11/8/21



*Signature Page to Amendment to Driveway  
Maintenance and Restrictive Covenant Agreement:*

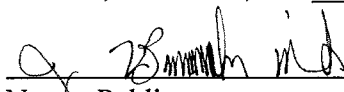
In Witness Whereof, the undersigned have executed this Amendment this the 25th day of  
May, 2018.

  
\_\_\_\_\_  
Lori Ramig

STATE OF TENNESSEE  
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for the State and County aforesaid,  
personally appeared Lori Ramig, with whom I am personally acquainted (or proved to me on the  
basis of satisfactory evidence) and who, upon oath, acknowledged that she executed the foregoing  
instrument for the purpose therein contained.

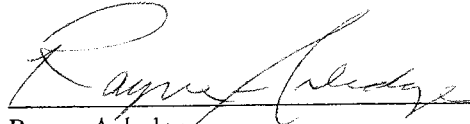
WITNESS my hand and official seal at Nashville, Tennessee, this 25<sup>th</sup> day of May, 2018.

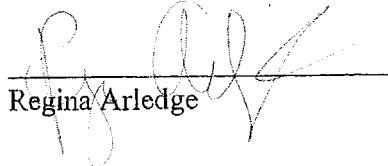
  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 7-2-18



*Signature Page to Amendment to Driveway  
Maintenance and Restrictive Covenant Agreement:*

In Witness Whereof, the undersigned have executed this Amendment this the 25th day of  
May, 2018.


  
\_\_\_\_\_  
Rayne Arledge

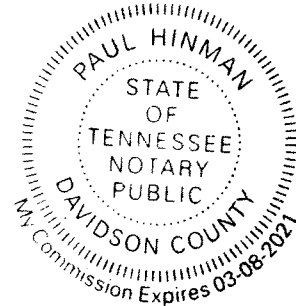
  
\_\_\_\_\_  
Regina Arledge

STATE OF TENNESSEE  
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for the State and County aforesaid,  
personally appeared Rayne Arledge and Regina Arledge, with whom I am personally acquainted  
(or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged that  
they executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 29 day of May, 2018.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



**Exhibit A**  
**Legal Description**

**TRACT ONE (8996 Horton Highway)**  
RESUBDIVISION OF LOTS 2,3,5  
SMITHSON PROPERTY

LAND IN WILLIAMSON COUNTY, TENNESSEE, BEING A NEW DESCRIBED PARCEL, TO BE REFERED TO AS "TRACT 1", CARVED OUT OF THE FORMER "TRACT 235" AS SHOWN ON THE REVISED BOUNDARY SURVEY & DIVISION OF THE SMITHSON PROPERTY AS RECORDED IN PLAT BOOK 27, PAGE 109, REGISTER'S OFFICE FOR WILLIAMSON COUNTY, TENNESSEE, SAID "TRACT 235" ALSO BEING SHOWN ON A SURVEY RECORDED IN PLAT BOOK P47, PAGE 82, SAID REGISTER'S OFFICE. The new "Tract 1" containing 228,206.3 square feet or 5.2 Acres, more or less, according to a survey performed by Elkins Surveying Company, Doyle M. Elkins, Tennessee RLS NO. 2427, dated May 20, 2018.

The said Tract 1 being further described as BEGINNING AT A POINT (the "Point of Beginning") IN OVERALL CREEK BEING THE NORTHEAST CORNER OF the adjoining parcel owned by Alisha Eads under deed recorded in Book 6804, page 256, said Register's Office, which adjoining parcel is also known as TAX MAP 162 PAR 38.01, said Point of Beginning being located 910' +/- NORTH OF THE INTERSECTION OF HORTON HWY & ARNO-ALLISONA Road on the East margin of Horton Highway, said Point of Beginning also being THE SOUTHWEST CORNER OF THE TRACT HEREIN DESCRIBED and the Southwest corner of the former "Tract 235"; thence, North 18° 20' 12" East a distance of 200.29 feet ALONG THE EAST MARGIN of Horton Highway TO AN IRON PIN marking the NORTHWEST CORNER OF THIS Tract 1, THENCE LEAVING THE MARGIN OF HORTON HWY South 69° 51' 28" East a distance of 500.17 feet TO AN IRON PIN, THENCE South 73° 02' 19" East a distance of 47.81 feet; THENCE, South 8° 10' 48" West a distance of 31.80 feet TO AN IRON PIN; THENCE, South 2° 28' 37" East a distance of 57.04 feet TO AN IRON PIN; THENCE, South 11° 26' 23" East a distance of 62.34 feet TO AN IRON PIN; THENCE, South 50° 35' 14" East a distance of 48.94 feet TO AN IRON PIN; THENCE, South 80° 24' 55" East a distance of 91.59 feet TO AN IRON PIN; THENCE, North 43° 26' 28" East a distance of 41.41 feet TO AN IRON PIN; THENCE, South 86° 05' 37" East a distance of 53.14 feet TO AN IRON PIN; THENCE, South 43° 48' 23" East a distance of 168.16 feet TO AN IRON PIN; THENCE, South 84° 03' 43" East a distance of 143.32 feet TO AN IRON PIN; THENCE, South 00° 12' 05" West a distance of 212.76 feet TO AN IRON PIN; THENCE, North 64° 01' 32" West a distance of 271.37 feet TO AN IRON PIN; THENCE, South 4° 04' 54" West a distance of 44.91 feet TO AN IRON PIN; THENCE, North 65° 13' 52" West a distance of 169.92 feet TO AN IRON PIN; THENCE, North 25° 47' 31" East a distance of 45.04 feet TO AN IRON PIN; THENCE, North 64° 01' 32" West a distance of 750.39 feet TO AN IRON PIN AT THE Point of Beginning, CONTAINING 228,206.3 square feet OR 5.2 ACRES, MORE OR LESS, ACCORDING TO A SURVEY PERFORMED BY ELKINS SURVEYING COMPANY DATED MAY 20, 2018.

**TRACT TWO (8992 Horton Highway)**  
 RESUBDIVISION OF LOTS 2,3,5  
 SMITHSON PROPERTY

LAND IN WILLIAMSON COUNTY, TENNESSEE, BEING A NEW DESCRIBED PARCEL, TO BE REFERRED TO AS "TRACT 2", CARVED OUT OF THE FORMER "TRACT 235" AS SHOWN ON THE REVISED BOUNDARY SURVEY & DIVISION OF THE SMITHSON PROPERTY AS RECORDED IN PLAT BOOK 27, PAGE 109, REGISTER'S OFFICE FOR WILLIAMSON COUNTY, TENNESSEE, SAID "TRACT 235" ALSO BEING SHOWN ON A SURVEY RECORDED IN PLAT BOOK P47, PAGE 82, SAID REGISTER'S OFFICE. THE NEW "TRACT 2" CONTAINING 690,434.7 square feet or 15.9 ACRES, MORE OR LESS, ACCORDING TO A SURVEY PERFORMED BY ELKINS SURVEYING COMPANY, DOYLE M. ELKINS, TENNESSEE RLS NO. 2427, DATED MAY 20, 2018.

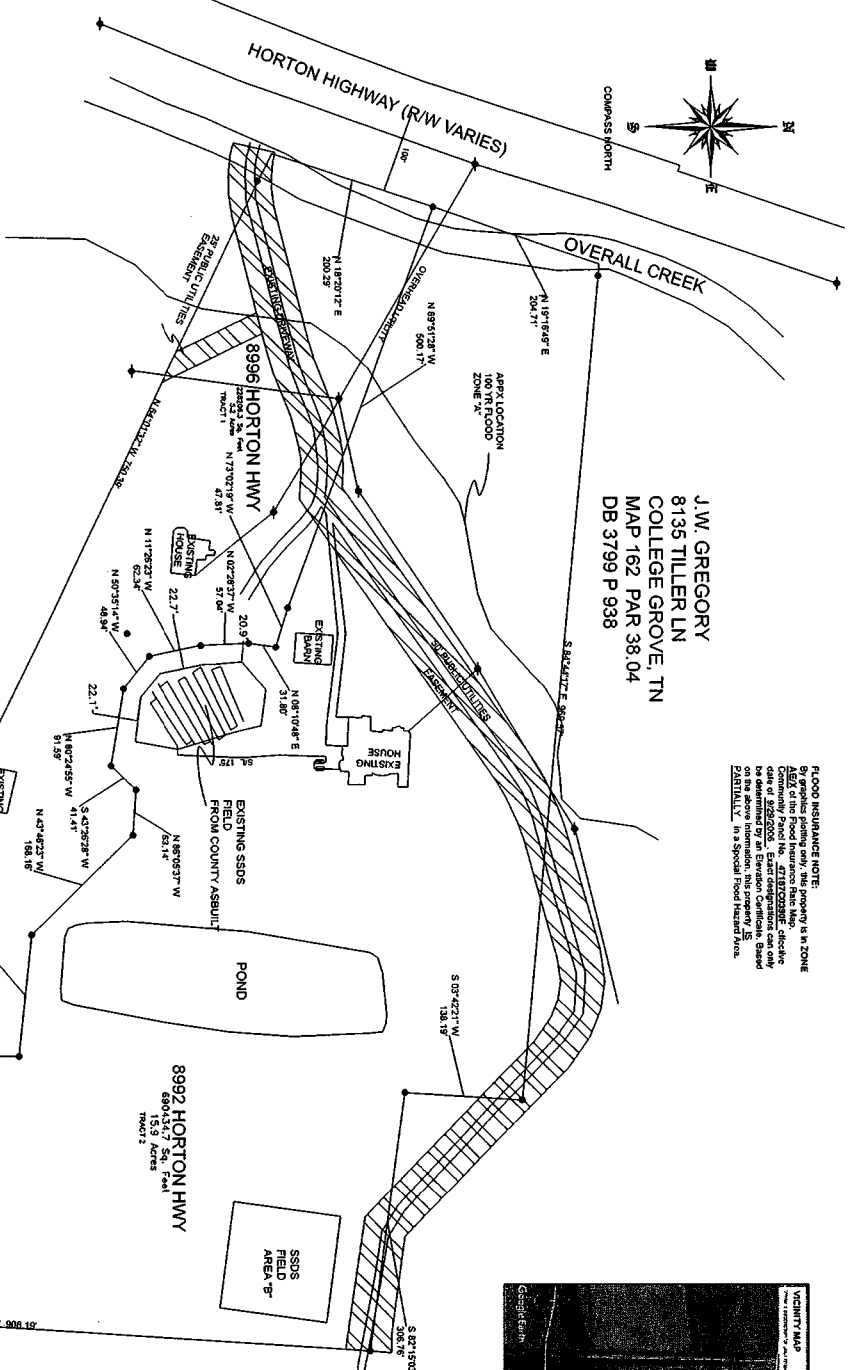
The said Tract 2 being further described by reference to a point (the "Point of Beginning") in Overall Creek being the Northeast corner of a parcel owned by Alisha Eads under deed recorded in Book 6804, page 256, said Register's Office, said Eads property also being known as TAX MAP 162 PAR 38.01, said Point of Beginning being located 910' +/- NORTH OF THE INTERSECTION OF HORTON HWY & ARNO-ALLISONA Road on the East margin of Horton Highway, said Point of Beginning also being THE SOUTHWEST CORNER OF THE new "Tract 1" as shown on the survey dated May 20, 2018 prepared by Elkins Surveying Company and the Southwest corner of the former "Tract 235"; thence, North 18° 20' 12" East a distance of 200.29 feet along the East margin of Horton Highway to an iron pin marking the **TRUE POINT OF BEGINNING**, also being the Southwest corner of this Tract 2; thence, North 19° 16' 49" East a distance of 204.71 feet ALONG THE EAST MARGIN of Horton Highway TO AN IRON PIN AT THE NORTHWEST CORNER OF THIS new Tract 2; THENCE, LEAVING THE MARGIN OF HORTON HWY South 84° 44' 17" East a distance of 969.57 feet TO AN IRON PIN; THENCE, South 3° 42' 21" West a distance of 138.19 feet TO AN IRON PIN; THENCE, South 82° 15' 03" East a distance of 306.76 feet TO AN IRON PIN; THENCE, South 3° 47' 03" West a distance of 908.19 feet TO AN IRON PIN; THENCE, North 85° 31' 57" West a distance of 125.21 feet TO AN IRON PIN; THENCE, North 73° 54' 55" West a distance of 184.52 feet TO AN IRON PIN; THENCE, North 3° 36' 17" East a distance of 217.41 feet TO AN IRON PIN; THENCE, North 00° 12' 05" East a distance of 212.76 feet TO AN IRON PIN; THENCE, North 84° 03' 43" West a distance of 143.32 feet TO AN IRON PIN; THENCE, North 43° 48' 23" West a distance of 168.16 feet TO AN IRON PIN; THENCE, North 86° 05' 37" West a distance of 53.14 feet TO AN IRON PIN; THENCE, South 43° 26' 28" West a distance of 41.41 feet TO AN IRON PIN; THENCE, North 80° 24' 55" West a distance of 91.59 feet TO AN IRON PIN; THENCE, North 50° 35' 14" West a distance of 48.94 feet TO AN IRON PIN; THENCE, North 11° 26' 23" West a distance of 62.34 feet TO AN IRON PIN; THENCE, North 2° 28' 37" West a distance of 57.04 feet TO AN IRON PIN; THENCE, North 8° 10' 48" East a distance of 31.80 feet TO AN IRON PIN; THENCE,

North 73° 02' 19" West a distance of 47.81 feet TO AN IRON PIN; THENCE, North 69° 51' 28" West a distance of 500.17 feet to the **TRUE POINT OF BEGINNING**, CONTAINING 690,434.7 square feet or 15.9 ACRES, MORE OR LESS, ACCORDING TO A SURVEY PERFORMED BY ELKINS SURVEYING COMPANY DATED MAY 20, 2018.

**FLOOD INSURANCE NOTE:**  
 This property is in Zone A&B of the Flood Insurance Rate Map, Community Flood No. 47182C002E, effective 06/01/2009. Flood insurance coverage is available through the National Flood Insurance Program. On the above information, this property is ZONALLY in a Special Flood Hazard Area.

**J.W. GREGORY**  
 8135 TILLER LN  
 COLLEGE GROVE, TN  
 MAP 162 PAR 38.04  
 DB 3799 P 938

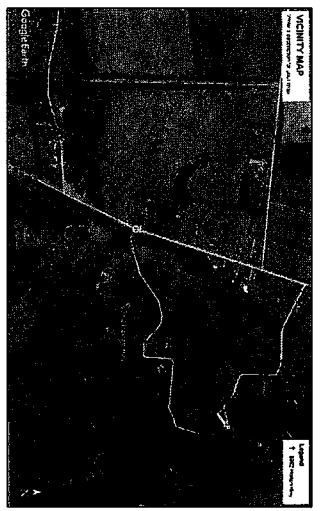
**ALISHA EADS**  
 8101 TILLER LN  
 COLLEGE GROVE, TN  
 MAP 162 PAR 38.01  
 DB 6804 P 256



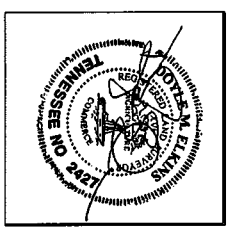
- GENERAL NOTES:**
1. THIS PARCEL IS SUBJECT TO ANY AND ALL RIGHTS-OF-WAY AND EASEMENTS AS SHOWN OR ANY OTHER RIGHTS-OF-WAY AND EASEMENTS OR RESTRICTIONS EITHER RECORDED OR BY PRESCRIPTION THAT A TITLE SEARCH MAY REVEAL.
  2. THIS SURVEY HAS BEEN MADE USING THE LATEST RECORDED DEEDS AND THERE ARE NO ENCUMBRANCES OR RESTRICTIONS OTHER THAN THOSE SHOWN HEREON. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND IS SUBJECT TO ALL RESTRICTIONS, COVENANTS, AND EASEMENTS APPLICABLE.

**Doyle Elkins**  
 Professional Land Surveyor  
 Registered in TN & AL

670 West College St. Suite 135  
 Murfreesboro, TN 37130  
 Phone: 615-907-8625  
 Fax: 615-907-2998  
 Email: doyle@doyleelkins.com  
 www.doyleelkins.com



**P.L. HOWELL, JR**  
 8201 TILLER CT  
 COLLEGE GROVE, TN  
 MAP 162 PAR 38.06  
 DB 6985 P 248



I HEREBY CERTIFY THIS IS A CATEGORY II SURVEY AND THE RATIO OF PRECISION FOR THE UNADJUSTED SURVEY IS GREATER THAN 1:15,000 AS SHOWN HEREON.

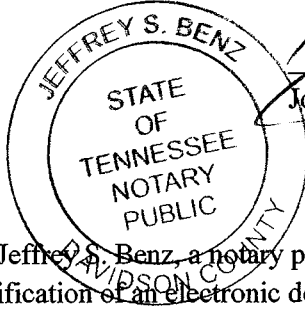
**BOUNDARY SURVEY**

**RESUBDIVISION OF LOTS 2,3,5**  
**SMITHSON PROPERTY**  
**TAX MAP 162 PAR 38.02**  
 8996 & 8992 HORTON HWY  
 20TH CIVIL DIST. COLLEGE GROVE, TN 37046

PREPARED FOR: PAUL & VICKI EREAS

DATE	SCALE	SHEET	DRAWN BY	PROJECT
MAY 20, 2018	1" = 100'	1 OF 1	DME	1813

I, John T. Cook, do hereby make oath that I am a licensed attorney and the custodian of the electronic Version of the attached document tendered for Registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.



John T. Cook

State of Tennessee  
County of Davidson

Personally appeared before me, Jeffrey S. Benz, a notary public for this county and state, John T. Cook, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Jeffrey S. Benz, Notary Public

My commission expires: July 6, 2014