

## WARRANTY DEED

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations not herein mentioned, receipt of all of which is hereby acknowledged, ORCHARD COVE ACRES, INC., dba NORTHWOOD INC., a Tennessee Corporation, has this day bargained and sold and by these presents do hereby bargain, sell, transfer and convey unto JOSEPH FRIGON, his heirs, and assigns the following described property.

In the SECOND CIVIL DISTRICT of Cumberland County, Tennessee, bounded and described as follows:

Tract #19

Map 019 Parcel 01906

BEGINNING at a metal pipe in the East margin of Thompson Road located 600 ft. South of Rogers Road; thence leave Thompson Road South 81 degrees 12 minutes 50 seconds East 500.00 ft. to a metal pipe; thence South 15 degrees 05 minutes 50 seconds West 150.00 ft. to a metal pipe; thence North 81 degrees 12 minutes 50 seconds West 500.00 ft. to the east margin of Thompson Road; thence with same North 15 degrees 05 minutes 50 seconds East 150.00 ft. to the BEGINNING. Containing 1.72 acres more or less.

Subject to: Restrictions and easement of record as per "Exhibit A" attached hereto and made a part hereof.

Subject to taxes for 2001 and subsequent years.

Being the same property conveyed to NORTHWOOD, INC., by virtue of a deed of record in Deed Book 348 Page 631, Register's Office, Cumberland County, Tennessee.

No legal description was done by any surveyor at the time of this conveyance; the legal description contained herein is exactly the same as the legal in the previous and last conveyance.

TO HAVE AND TO HOLD the above described property to the grantee herein named, his heirs and assigns, in fee simple, forever.

NORTHWOOD, INC., covenants with the grantee herein named, that Northwood, Inc., is lawfully seized and possessed of said real estate; has a good and lawful right to convey the same, that it is free and unencumbered, except as above set out, and that NORTHWOOD, INC., will forever warrant and defend the title thereto against the lawful claims of any and all persons whomsoever, and NORTHWOOD, INC., binds its successors, representatives and assigns by the above covenants.

This instrument was prepared from information furnished by the party herein for which the preparer assumes no responsibility.

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2001.



**NORTHWOOD, INC.,**  
A Tennessee Corporation

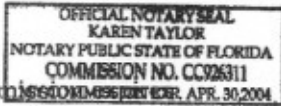
BY: [Signature]  
PRESIDENT

STATE OF: FLORIDA

COUNTY OF: BROWARD

Before me, the undersigned authority, a Notary Public, in and for said State and County, personally appeared BARRY SHELOMITH, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath, acknowledged himself to be PRESIDENT, of NORTHWOOD, INC., and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as PRESIDENT.

Witness my hand and official seal of office on this the 9 day of May, 2001.



My Commission Expires

[Signature]  
NOTARY PUBLIC Karen Taylor

NEW PROPERTY OWNER:

Joseph Frigon  
129 Scenic Drive  
Cranston, R.I. 02920

SEND TAX STATEMENT TO:

\_\_\_\_\_  
(same)  
\_\_\_\_\_

STATE OF: FLORIDA

COUNTY OF: BROWARD

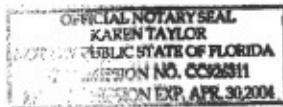
I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is \$ 7000.00, which amount is equal to or greater than the amount to or greater than the amount tax paid \$ 25.90.

[Signature]  
Affiant

Subscribed and sworn to before me this the 9 day of May, 2001

[Signature]  
Karen Taylor NOTARY PUBLIC BK 1075 PG 2203

My commission expires:



This instrument prepared by: Karen Shelly  
Northwood, Inc.  
9111 Cross Park Drive  
Suite D200  
Knoxville, TN 37923

State of Tennessee, County of CUMBERLAND  
Received for record the 16 day of  
MAY 2001 at 10:30 AM. (REC# 252736)  
Recorded in official records GENERAL IN  
Book 1075 pages 2202-2204  
Notebook 13 Page 96  
State Tax \$ 25.90 Clerks Fee \$ 1.00,  
Recording \$ 14.00, Total \$ 40.90,  
Register of Deeds JUDY GRAHAM SWALLONS  
Deputy Register ADRIA C. WHITTENBURG

Thompson Rd

"EXHIBIT A"

Premises are sold subject to the following:

- A. No structures shall be erected, altered, placed or permitted to remain on any building plot, in said subdivisions, other than single-family dwellings, and accessory buildings, such as a garage, garden house, and the like. No trailer, basement, tent, shack, garage, barn or other out building erected in said subdivisions shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
- B. No building shall be erected or placed on any building plot which plot has an area less than 10,000 square feet nor a width of less than 70 feet at the front building setback line. No building shall be located nearer to the front lot line than 25 feet or nearer to the rear lot line than 20 feet. No building shall be located nearer than 10 feet to any side lot line. No fence or hedge shall be erected or maintained which shall exceed the height of 4 feet. No signs, other than name plates or professional signs not to exceed 1 square foot in area shall be erected or maintained on the premises, without the prior written approval of the Seller.
- C. No dwelling, containing less than 1200 square feet of living area, exclusive of garages, carports and accessory buildings shall be permitted on any building plot. Use and occupancy of the premises shall be subject to zoning, building, health, sewage disposal, and sanitation regulations of the State of Tennessee, and all government agencies having jurisdiction. No building shall be erected, placed or altered on any building plot in such subdivisions until the building plans and specifications have been approved by the Seller, which approval shall not be unreasonably withheld, for which approval no charge shall be made.
- D. No person shall be allowed to keep or harbor on any portion of said subdivisions any animals or poultry other than recognized household pets.
- E. Easement and rights of way are hereby reserved unto the Seller, for the construction, installation and maintenance of utilities such as electric light lines, drains, streets, roads, water supply lines, telephone lines or the like necessary or desirable for public health and welfare. Such easements and right of ways shall be confined to a 5 foot width along the rear and dividing lines of every building plot and along every street, road or highway fronting on the premises.
- F. Right of access is hereby reserved to the Seller, for general improvement of any persons' premises or premises of Northwood Subdivision such right of access to any particular premises to terminate upon commencement of construction upon said premises.
- G. Sale of lots in said subdivisions shall include all rights of the Seller, in and to the street, road or highway fronting on the same to the centerline, subject however to the rights of all others to the use of the same as public or private highways. The Seller, hereby reserves the right to dedicate any or all streets, roads and highways in said subdivisions to public use without consent of any owners of lots in said subdivisions.
- H. Rubbish and garbage must be kept in suitable containers and removed from the premises in accordance with sanitation regulations. No rubbish or garbage may be burned or dumped on the premises or any area within 2 miles from Northwood Subdivision. No activity shall be permitted upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- I. The Seller, reserves the right to change, extend, or close any streets or roads on the maps of Northwood Subdivision and to cut new streets or roads, provided such change or changes shall not interfere with ingress or egress to the property of any owner or alter the size of the premises
- J. These restrictions shall apply to the premises described above, shall survive delivery of the Deed, and shall be inserted in the Deed.