2097

For and in Consideration of the sum of

Four Thousand Five Hundred ($4,500.00) and no/100- - - - - - - - - - - - - - - - Dollars,

of which One Thousand ($1,000.00) and no/100 - - - - - - - - - - - - - - - - - Dollars,

has been paid in cash by Homer Francis Stewart and wife, Nelle Dale Stewart

the receipt of which is hereby acknowledged, and for the remainder

Three Thousand Five Hundred ($3,500.00) and no/100 - - - - - - - - - - - - - - - Dollars,

the said Homer Francis Stewart and wife, Nelle Dale Stewart ha ve

executed their one joint promissory note, bearing even date herewith, for $3500.00, payable in five annual installments of $700.00 each, beginning on or before October 1, 1953, and said note is payable to the order of H. G. Hill Realty Company, with interest at the rate of 5% per annum,

and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, H. G. HILL REALTY COMPANY, a corporation organized and existing under the laws of the State of Tennessee, with its principal office at Nashville, has this day bargained and sold, and do hereby transfer and convey unto the said Homer Francis Stewart and wife, Nelle Dale Stewart, their heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

Being lot No. 22 on the Plan of Hillwood Estates, Section 3, as of record in book 1835, page 135, Register's Office for said County.
Said lot No. 22 fronts 273.1 feet on the northerly side of Wilsonia Drive and runs back 386.5 feet on the easterly line and 350 feet on the westerly line to a dead line, measuring 240 feet thereon.
Being part of the property conveyed to H. G. Hill Realty Company by deed from H. G. Hill and wife, of record in book 731, page 542, said Register's Office.

This conveyance is made subject to utility easement, building setback line and conditions of owners certificate, as shown on plan in book 1835, page 135, said Register's Office.

The land herein conveyed is sold and conveyed subject to the following covenants and restrictions which are hereby agreed and declared to be and constitute covenants running with the land, binding on the grantee and the heirs, successors or assigns of grantee for a period of twenty-five years from and after December 31, 1950, to-wit:

1. Said land shall be used for residential purposes only; and only one house is to be erected or constructed on said land above described, and no outhouse or outhouses are to be erected or constructed on said above described property, other than a garage which shall be in strict harmony with the residence built on said lot. No building or buildings shall be nearer than 35 feet to the side lines or 70 feet to the rear line of the lot, and said garage shall in no event be in front of the building line established for residences, as hereinabove set out; the doors of garage shall not face upon Wilsonia Drive.

2. A one story residence shall contain not less than 2500 square feet area on first floor plus an attached garage of not less than 400 square feet of area. A one story residence with basement garage shall contain not less than 2700 square feet of area, exclusive of basement and attic area. A two story residence shall contain not less than 2000 square feet area on first floor and not less than 1200 square feet area on second floor plus an attached garage of not less than 400 square feet of area. A two story residence with basement garage shall contain not less than 2200 square feet of area on first floor and 1200 square feet of area on second floor exclusive of basement and attic area. No apartment house, duplex, or other multiple dwelling house or boarding house, nor any commercial enterprise, shall be constructed, operated or maintained on the above described property.

3. All buildings erected on said land must follow a distinctive design, the garage must harmonize with the residence. Plans and specifications and location plot plans must be submitted to and be approved by grantor, its successors or assigns, prior to commencement of excavation or construction on said land. No building shall be constructed or maintained on said land unless plans and specifications and plot plans have been submitted and approved as aforesaid and unless construction of said building has been prosecuted and completed in strict accord with the approved plans and specifications. All construction work must be prosecuted with all due diligence and no incompleted structures shall be permitted to exist nor shall same be maintained upon said land for a period longer than ninety (90) days after cessation of actual construction work thereon in manner and by the customary number of workmen usually employed in constructing houses in said Hillwood Estates Subdivision.

T.B. McClean 23 Nov 1954 H.G. Hill Realty

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