32314

WARRANTY DEED

FROM

H. G. Hill Realty Company

TO

Douglas H. Riddell et ux.

REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY
Received for record 29 day of SEP 1954 at 9:01 o'clock A M.
Noted in Book 82 Page 64
Recorded in Book ___ Page ___
Recording Fee $2.50
JAMES P. WILSON, Register

Guaranty Title Company
A DIVISION OF
Kansas City Title Insurance Company
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

FORM 103

For and in Consideration of the sum of Five Thousand and no/100 - ($5,000.00) - - - - - - - - - - - - - - DOLLARS cash in hand paid by Douglas H. Riddell and wife, Jeanne F. Riddell, the receipt of which is hereby acknowledged.

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 have bargained and sold, and by these presents do transfer and convey unto the said Douglas H. Riddell and wife, Jeanne F. Riddell, their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit:

Being lot No. 123 on the Plan of Hillwood Estates, Section 8, as of record in book 2132, page 123, Register's Office for said County.
Said lot No. 123 fronts 200 feet on the northeasterly side of Elizabethan Drive and extends back 350 feet on the northwesterly line and 365.1 feet on the southeasterly line to a dead line, measuring 226.3 feet thereon.
Being part of the property conveyed to H. G. Hill Realty Company by deeds from H. L. Fletcher and wife, of record in book 904, page 394; from Mamie W. Hill and husband, of record in book 1058, page 155, and from Leslie Marshall, Clerk and Master of Marshall County, Tennessee, of record in book 2096, page 629, 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 2132, page 123, 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 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 or the entrance to the garage shall not face upon** Elizabethan Drive.

2. A one story residence shall contain not less than 2300 **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** 2500 **square feet of area, exclusive of basement and attic area. A two story residence shall contain not less than** 1800 **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** 2000 **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