BK 2635

WARRANTY DEED Form 1001 Published by Tennessee Title Company

For and in consideration of the sum of $ 10.00

----------TEN AND NO/100----------DOLLARS

cash in hand paid by the grantees herein, and other good and valuable considerations, the receipt of which is hereby acknowledged,

we, S. S. Koellein and wife, Robbie Holmes Koellein,

have bargained and sold, and by these presents do transfer and convey unto the said Staley C. Demonbreun and wife, Gladys R. Demonbreun, 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. 8 on the Plan of S. S. Koellein Subdivision, not of record, in the 10th Civil District of said County and State, and described according to a plan made by Cantrell, Connell and Morrison, Engineers, dated August, 1955, as follows:
Beginning at a point in the northeasterly margin of Cude Lane at the northwest corner of Lot 40 of Shepherd Hills, Section II, Subdivision; thence with the northwesterly line of Lot 40 and the southeasterly line of Lot 8, north 44° 21' east 212.9 feet to a point in the rear line of Lot 9, Shepherd Hills, Section I; thence along the line between Lots 8 and 9, Shepherd Hills, Section I, and Lot 8 of the S. S. Koellein Plan, northwesterly 100.10 feet to the corner of Lots 7 and 8, Koellein Plan; thence with the line between said lots south 44° 21' west, 212.3 feet to the northeasterly margin of Cude Lane; thence with said Lane south 45° 39' east 100 feet to the beginning.
Being part of the property conveyed to S. S. Koellein and wife, Robbie Holmes Koellein, by deed from Chas. L. Koellein and wife, of record in Book 2393, page 290, Register's Office for said County.

The above described property is conveyed subject to the following restrictive covenants:

(a) The restrictions herein imposed shall be covenants running with the land, binding on the grantees, their heirs and assigns for a period of twenty-five years from November 2, 1955 and are as follows:

(b) All the lands and areas appearing on the plan of S. S. Koellein property shall be known as residential.

(c) All dwellings erected on said lots shall contain 1,000 square feet floor space on the main or first floor, exclusive of porches or garages. All dwellings shall be of masonry construction (brick or stone, concrete blocks may be used for foundations but not otherwise. Stucco, wood or asbestos siding may be used in gables.

(d) No building shall be erected on any residential lot nearer than 60 feet from the margin of the street on which the residence faces.

(e) No objectionable nor offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood.

(f) No trailer, basement tent or barn, or other outbuildings erected on the tract shall at any time be used as a residence, temporary or permanent, nor shall any residence of a temporary character be permitted. No lumber may be stored on any lot.

(g) No structure shall be erected on any lot without being connected with the watermain and providing all sanitary facilities.

(h) A perpetual 10-foot easement is reserved on the rear of each lot for utility installtions, and maintenance, such as electric lights, gas, watermain, and sewerage.

(i) All driveway culverts shall meet county specifications.

(j) If the parties hereto or any of their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein, before twenty-five years from November 2, 1955 it shall be lawful for any other person or persons owning any lot in said development or subdivision, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and either to prevent him or them from so doing or to recover damage or other dues for such violation.

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