AE/p 8/3/67

Prepared by LAW OFFICES
BAILEY, EWING & DALE
NASHVILLE BANK & TRUST BUILDING
NASHVILLE, TENNESSEE 37201

BOOK 4159 PAGE 581

WARRANTY DEED

Address New Owners as follows: Joseph L. Piot and wife, Winifred C. Piot, 1701 Observatory Drive, Nashville, Tennessee 37215

Send Tax Bills to: Same

Map-Parcel Numbers
Map. 146
Pt Par. 9 pw

For and in consideration of the sum of Ten and 00/100 ($10.00) Dollars, cash in hand paid by Joseph L. Piot and wife, Winifred C. Piot, hereinafter referred to as the GRANTEES, and other good and valuable considerations, receipt of which is hereby acknowledged, we, Jack Husband and wife, Kathryn Y. Husband, hereinafter referred to as GRANTORS, have bargained and sold, and by these presents do transfer and convey unto the said GRANTEES, their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit:

SITUATED in the City of Forest Hills, and the Seventh Civil District of Davidson County, Tennessee, and described according to a survey prepared by William C. Parish, Civil Engineer, under date of April 29, 1963, as follows:

BEGINNING at an iron stake set in the northwesterly margin of Tyne Boulevard, said stake being south 22° 30' East 540 feet, more or less, from the northerly boundary of the tract of land which was conveyed to Jack Husband and wife, Kathryn Y. Husband, by deed of McQuiddy Printing Co., et al, of record in Book 2045, page 143, Register's Office for said County; from said point of beginning; thence with the northwesterly margin of Tyne Boulevard, south 22° 30' West 247.93 feet to an iron stake; thence, leaving said margin of Tyne Boulevard, north 70° 00' West 464.0 feet to a monument; thence north 9° 22' West 110.30 feet to a monument; thence south 85° 37' East 548.8 feet to the point of beginning, and containing two acres, more or less; and there is further included in this conveyance all of the Grantors' right, title and interest in and to that portion of Tyne Boulevard lying between its centerline and its northwesterly margin, and the extensions of the northerly and southerly boundaries of the tract hereinabove described.

BEING part of the same property conveyed to Jack Husband and wife, Kathryn Y. Husband, by deed from McQuiddy Printing Co., et al, of record in Book 2045, page 143, Register's Office for Davidson County, Tennessee.

The above described property is conveyed expressly subject to:

(a) That portion of the premises included in the right-of-way for Tyne Boulevard is subject to the easement for said road;

(b) The following restrictive covenants, which shall be covenants running with the land and shall be binding upon the Grantees, their successors and assigns, including, but not limited to, persons in possession of any part or parts of said land as tenants or otherwise:

1. There is expressly reserved along the southwesterly and northwesterly boundaries of the tract hereinabove conveyed

a 10-foot easement for public utilities, and no structure of any kind shall be erected or maintained thereon.

2. The property may not be subdivided except with the written approval of Grantors, or their heirs or assigns.

3. Not more than one residence building may be constructed or maintained on the property, and no such residence building shall contain more than one dwelling unit.

4. No noxious or offensive operations shall be conducted or maintained upon the property, and nothing shall be done thereon which may constitute a nuisance or unreasonable annoyance to the neighborhood.

5. No swine, sheep or goats shall be allowed or maintained upon the property. Poultry may be kept for personal use only, but only provided that the same are kept at all times securely enclosed. The keeping of dogs, cats or other household pets, as such, shall be permitted, provided that nothing herein shall permit the keeping or raising of dogs, cats or other animals for commercial purposes.

6. No trailer, basement house, tent, garage, barn or other outbuilding shall be erected or used as either a temporary or permanent residence.

7. Any single family residence erected upon the property shall have a complete bath, with a minimum of three fixtures; and any two-family residence, or duplex, shall have a complete bath, with a minimum of three fixtures, for each dwelling unit.

8. Any detached garage, or other accessory building shall not exceed one story in height, and shall be on a rear quarter of the lot, and not less than five feet from any side line, and in no case closer to the street than the rear line of the residence building on said lot. The opening of any detached garage or accessory building shall not face Tyne Boulevard.

(a) The minimum lot area covered by any single family residence erected upon the lot shall be 2000 square feet;

(b) The foregoing minimum ground floor areas are exclusive of garages, porches, terraces, etc.;

(c) No building or other structure shall be constructed or maintained on any lot with exterior walls of materials other than natural stone, stucco on masonry, brick or wood;

(d) All buildings or structures of any kind constructed on the lot shall have full masonry foundations;

(e) The moving of a completed residence, or other building from another location to this lot is expressly prohibited.

9. The right of enforcement of each of the aforesaid restrictive covenants is vested in the Grantors, their heirs and assigns, by the institution of an action at law, or suit in equity for injunctive or other relief.

GRANTORS agree and bind themselves to reimburse GRANTEES for one-half of the cost of providing water tapping rights for the above property, but not in excess of the sum of Five Hundred ($500.00) Dollars.

This is unimproved property.

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TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns, forever.

And we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered, except by taxes for the year 1967, which have been prorated and payment therefor assumed by GRANTORS.

And we, Jack Husband and wife, Kathryn Y. Husband, do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns against the lawful claims of all persons whomsoever.

Witness our hands this 4 day of August, 1967.

Jack Husband

Kathryn Y. Husband

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, BETTY POAGE, a Notary Public in and for said County and State, the within named Jack Husband and wife, Kathryn Y. Husband, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 4th day of August, 1967.

Betty Poage
Notary Public

My comm. expires:
10-15-67



STATE TAX $ 16.50
PROBATE .50
TOTAL $ 17.00

AUG 8 1967

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

PAID AUG 8 - 1967

83105

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

AUG 8 11 16 AM '67
NOTE BOOK 117 PAGE 84
RECORDING FEE $ 6.00
DEP. REG. M

JACK HUSBAND and wife,
KATHRYN Y. HUSBAND

TO: WARRANTY DEED

JOSEPH L. PIOT and wife,
WINIFRED C. PIOT

LAW OFFICES
BAILEY, EWING & DALE
NASHVILLE BANK & TRUST BUILDING
NASHVILLE, TENNESSEE 37201