This instrument was prepared by
GRISSIM AND SHORT, Attorneys
Court Square Building
Nashville, Tennessee

QUIT CLAIM DEED

BOOK 5067 PAGE 520

Address of New Owners	Send Tax Bills To:	Map-Parcel
Claude Wesley Smith, et ux	Same	169
Rt 5 Box 188C		P/O 10
Nashville, Tenn 37221		pul

For and In Consideration of the sum of TEN DOLLARS and other good and valuable considerations, the receipt of which is hereby acknowledged, W. E. HASELTON and wife, SUZANNE H. HASELTON, have bargained and sold and by these presents do transfer and convey unto the said CLAUDE WESLEY SMITH and wife, LINDA H. SMITH, their heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows, to-wit:

SEP 13 MISC B* 8.00 * 8.00

Land in the 9th Civil District of Davidson County, Tennessee, as shown on the survey for W. E. Haselton and John E. Haselton, prepared by Ralph W. C. Lambert, Surveyor, dated May 31, 1975, and more fully described as follows:

Beginning at an iron pin of said survey plat, south 0° 35' west 393.4 feet to a concrete monument; thence south 88° 30' west 477 feet to a concrete monument in the westerly margin of a gravel road known as Haselton Road; thence north 35° 22' west 130 feet to a concrete monument; thence continuing along the westerly margin of said gravel road north 47° 43' west 75 feet to a concrete monument; thence continuing along the westerly margin of said gravel road north 65° 27' west 200 feet; thence continuing along said gravel road north 69° 17' west 270 feet to a point; thence north 73° W70 feet to a point in the westerly margin of said gravel road; thence north 44° 48' east 126.48 feet to a point; thence south 88° 09' 33" east 1044.5 feet to the point of beginning, containing 7.86 acres, more or less.

Being part of the same property conveyed to W. E. Haselton and wife, Suzanne H. Haselton, by deed of record in Book 4594, page 539, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to the following restrictive covenants, which it is expressly agreed by the grantors and grantees herein shall be binding on the grantees, their heirs and assigns, and which shall attach and run with the land and be binding upon all and every person or persons, who may now or hereafter own, possess, convey, or use the real property herein conveyed, or any

part thereof, for a period of fifty (50) years from the date of this deed:

1. This tract of real property shall not be used for any purpose except for residential purposes and no residential building shall be constructed, altered or used for occupancy by more than two families.

2. No part of said real property shall be subdivided or reconveyed so as to permit a building lot area of less than one acre for any one or two family residential structure.

3. Any residential structure constructed on said real property shall contain not less than two thousand (2000) square feet of enclosed floor space for living purposes per family dwelling unit, excluding any attached garage or below grade basement area. The exterior walls of such residential structure above grade shall be of stone or brick or masonry brick (but not concrete block or field stone), over at least 75% of said area, exclusive of windows and doors. The roof of such residential structure shall have a slope of not less than three (3) inches of vertical rise to twelve (12) inches or horizontal distance.

4. Nothing herein shall be deemed to prevent the use of a portion of any residence as an office for any business or profession conducted by the occupant of such residence; provided that not more than one-fourth (1/4) of the total area of such residence shall be devoted to such office space.

5. No noxious or offensive trade or activity shall be conducted or maintained on the real property herein conveyed, nor shall anything be done which can constitute a nuisance.

6. Nothing herein shall be deemed to prevent the construction of any barn, garage or other out-building on said real property; but any such barn, garage or out-building shall be located on the easterly one-half of the property herein conveyed.

7. No trailer, basement home, tenant garage, barn or other out-building shall be erected or used as either a temporary or permanent residence and no outside privy or toilet shall be erected.

8. If any owner or occupant of the property hereinabove described shall violate or attempt to violate any of the covenants

or restrictions contained herein, then the grantors herein, or any of their successors in interest owning any part of the property conveyed to the grantors herein, by deed of record in Book 2964, page 183, Register's Office for Davidson County, Tennessee, reference to which is hereby made for a complete description, at any time may institute proceedings at law or in equity against the person or persons violating or attempting to violate said covenants and restrictions, to prevent such violation by injunction, or to recover damages for such violation.

9. If any one or more of the covenants or restrictions herein contained are declared invalid by order of any Court having jurisdiction, such invalidation shall in no way affect any other restriction herein contained, all of which shall remain in full force and effect, each restriction being treated as a separate covenant.

To Have and To Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Claude Wesley Smith and wife, Linda H. Smith, their heirs and representatives, forever. We covenant that we are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered, except as of record.

WITNESS OUR HANDS this 11 day of September, 1976.

W. E. Haselton

Suzanne H. Haselton

D 67459 T IDENTIF. REFERENCE SEP 13 9 24 AM '76 ELIA ... REGISTER DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ NONE

Affiant

Subscribed and sworn to before me this 11th day of September, 1976.

Barbara Haselton
Notary Public

My commission expires July 23, 1980

BARBARA HASELTON NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Barbara Haselton, a Notary Public in and for said State and County, W. E. Haselton and wife, Suzanne H. Haselton, the within named bargainors, with whom I am personally acquainted and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness by hand and official seal at Nashville, Tennessee, this 11th day of September, 1976.

BARBARA HASELTON NOTARY PUBLIC DAVIDSON CO. TENN.

Barbara Haselton
Notary Public

My commission expires: July 23, 1980