

Disclaimer: The Covenants and Restrictions (C&Rs) provided here are for reference purposes only and may not reflect the most current or accurate information. We strongly recommend contacting your Homeowners Association (HOA) for the latest updates and clarifications. Wright Realty assumes no liability for errors, omissions, or discrepancies in the C&Rs. It is the responsibility of the buyer to verify all details with the HOA.

↓CONTINUE BELOW TO COVENANTS & RESTRICTIONS↓

Prepared by J. Gilbert Parrish, Jr., Attorney at Law
65 Court Street, Savannah, Tennessee 38372

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of \$10.00 and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, NORTH SHORE BUILDERS, L.L.C. has bargained and sold and do hereby bargain, sell, transfer, and convey unto ALDEN WILLIAMS and wife, JANE WILLIAMS, their heirs and assigns forever in fee simple, certain real property located in the 5th Civil District of Hardin County, Tennessee, and which is bounded and described as follows, to-wit:

Being Lot No. 16 of The North Shore, a plat or plan of said subdivision being of record in Plat Cabinet 5, Slide 53A in the Register's Office of Hardin County, Tennessee, and reference is heremade to the said plat and to the cabinet and slide where recorded for a more complete and accurate description of said Lot No. 16 and the descriptions, location and designation as therewritten and shown is incorporated herein by this reference thereto as fully and to the same extent as if copied in full herein.

Being a portion of the same property conveyed to North Shore Builders, L.L.C. by deed of Montana Land Company, L.L.C., dated February 19, 1999 and recorded in Deed Book 192, page 288 in the Register's Office of Hardin County, Tennessee.

TO HAVE AND TO HOLD said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging, unto the said ALDEN WILLIAMS and wife, JANE WILLIAMS, their heirs and assigns forever, in fee simple.

And NORTH SHORE BUILDERS, L.L.C. does COVENANT with the said ALDEN WILLIAMS and wife, JANE WILLIAMS, their heirs and assigns, that it is lawfully seized and possessed of said land in Fee Simple; have a good right to convey it, and that the same is unencumbered except by the taxes for the current year which will be paid by the Grantee herein, and further by the building and use restrictions for The North Shore as set forth herein, and further by following restrictions, to-wit:

Release of Nuisance Claims:

As a part of the consideration of the land herein conveyed, the grantee, his heirs, successors, representatives and assigns, hereby releases grantor and Tennessee River Pulp and Paper Company from any and all rights of action for Tennessee River Pulp and Paper Company using its property at Counce, Tennessee, more particularly Property owned by Tennessee River Pulp and Paper Company and being that portion of said property of which the mill is located designated on the tax records for Hardin County, Tennessee, as Map 156, Parcel 1.01, referenced to said tax recorded in the Office of the Assessor of Property being here made for a complete and accurate description of said property, as the same is incorporated herein by reference thereto, as said property contains approximately 368 acres and is bounded on the north by other property owned by Tennessee River Pulp and Paper Company, Inc., on the south by State Highway 57 and others, on the east by Callens, and other property owned by Tennessee River Pulp and Paper Company, Inc., and on the west

HARDIN COUNTY ASSESSOR #	825
MAP	137K
GP	1
PL	17.00
FARM	
COMM	
SPLIT	
RES	
V/T	
BY:	

in common, tenants by the entirety or any other interest in real estate recognized under the laws of the State of Tennessee.

5. All lots shall be known and described as residential lots and shall not be re-subdivided unless otherwise specifically authorized under these covenants and restrictions. Lot lines for lots may be amended by agreement of adjoining lot owners provided that the change of any line shall not result in an increase in the number of lots unless otherwise authorized herein. All lot lines amended must be approved by Montana Land Company, L.L.C.

6. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one single family dwelling unless specifically authorized in these covenants and restrictions and said residences shall not exceed three stories in height and contain more than one private garage which will accommodate not more than three cars. One storage room may be attached to said garage.

7. Owners of lake front lots, numbers 2 through 7 and 13 through 17 as those lots are shown on the plat of The North Shore as appears in Plat Cabinet 5, page 53-A in the Hardin County Register's Office may, at the option of the owner of each said lot, construct two residential homes on each of the said lots. The provisions of Section 23 hereof must be complied with as to both houses. However, under no circumstances may lots 2 through 7 or lots 13 through 17 ever be subdivided, nor may ownership of any home be separated from the fee.

Notwithstanding the foregoing lots 20 through 37 of The North Shore may be subdivided into Zero lot line housing not to be smaller than 30 foot in width and; however, said lots must comply with the provisions of 23 herein. Furthermore if lot 23 or 24 is not subdivided into Zero lot line housing the owner at their option may, construct two residential homes on each of the said lots. The provisions of Section 23 hereof must be complied with as to both houses.

The plans for all houses must be approved by Montana Land Company, L.L.C. Said lots must be maintained through ownership as detailed in paragraph 4 herein and must be sold as one lot, even if two houses are built thereon. The restriction against subdivision of said lots shall run with the land and includes any type of separation of title to said lots by life estate, devise, conveyance or otherwise.

8. The easements shown on the plat for The North Shore are hereby adopted as a part of these restrictions and all lots in said subdivision shall be subject to said easements. Montana Land Company, L.L.C. reserves unto itself, its successors and assigns, the right to grant unto others easements to install, maintain, repair and construct power, water, sewer, and telephone lines and facilities and drainage ditches in, upon, over and under the area or any of the areas designated on said plats as "utility easement" or "drainage or utilities easement" or "sewer line easement" or "drainage easement" areas with full rights of ingress and egress to and from said areas adjoining property.

All building set backs, including back and side yard set backs, shall be governed by the recorded plat of the subdivision.

9. A five foot utility easement is reserved along the rear and side of all lots in this subdivision and a ten foot utility easement is reserved along all front lot lines. Underground utility service required from residence to service pole.

10. All lots shall be maintained and kept clean by the lot owner. No signs, billboards, or other postings may be erected for any purpose without the written permission of Montana Land Company, L.L.C. No ceramic lawn ornaments are permitted. The Developer, and its assigns, is hereby given expressed permission to enter upon any lot to maintain or clean it and to remove at the owner's expense any building, structure, or posters in violation of this instrument.

11. Satellite dishes, television or radio antennas and flagpoles shall not be installed without the prior written approval of Montana Land Company, L.L.C. and Montana Land Company, L.L.C. in its approval must consent to the location of all satellite dishes, television or radio antennas and flagpoles.

12. All fences must be approved by Montana Land Company, L.L.C. No fence shall be erected on any lot closer to the street than the building line thereon and in no event shall fences be built along the street. Chain link fences or metal fences of any type are not permitted, except with prior written approval by Montana Land Company, L.L.C.

13. No lot shall be used or conveyed for manufacturing purposes, and said property is sold for residential purposes only, and no building constructed on the lot or can be utilized

covenants are made.

25. The roads in The North Shore are currently private roads; however, it is anticipated that a portion of said roads will be dedicated as county roads for public use. Montana Land Company, LLC retains the expressed right to put a restricted gate or entrance to provide private access to lots 1 through 22. Montana Land Company, LLC further retains the expressed right to authorize any lot owner on the west side of The North Shore to further use the gated entrance which will service Lots 1 through 22.

26. These covenants, restrictions, easements and limitations are to run continuously with the land and shall be binding on all parties and all persons claiming under them until January 1, 2020, at which time said covenants shall automatically be extended for successive periods of ten years unless by vote of the majority of the then owners of the lots at any meeting held after January 1, 2020, it is agreed to amend said covenants in whole or in part.

27. Montana Land Company, L.L.C. reserves unto itself the free right to assign its rights under these covenants, conditions and restrictions to a successor developer and further reserves the right to modify or amend these restrictions in such a manner as would not be detrimental to the exclusive residential character of The North Shore. Montana Land Company, L.L.C. and its successors and assigns shall have the right to modify or change the above restrictions without the consent of any lot owner; however, in such event that Montana Land Company, L.L.C. ceases to act as the Developer of The North Shore, said restrictions may be amended with the approval of a majority of all property owners in The North Shore.

28. If any of the parties hereto or any lot owner or his heirs and assigns shall violate any of the covenants, restrictions, or limitations contained herein before they expire, it shall be lawful for any other person owning any other lot in The North Shore, or Montana Land Company, L.L.C., to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, restriction or limitation and either prevent him or them from so doing or to recover damages or other dues for such violation. Notwithstanding the foregoing, in the event of a violation of these covenants, restrictions and restrictions, Montana Land Company, L.L.C. shall have no affirmative duty or obligation to file suit or take any action to enforce these covenants, restrictions, or limitations.

29. No failure or neglect on the part of Montana Land Company, L.L.C. or its assigns to demand or insist on the observance of any provision, requirement, covenant, limitation, restriction or condition herein contained or referred to, or to proceed for the restraint or violation or operate as an estoppel to restrain a continuance thereunder; nor shall a waiver thereof, in any particular, be deemed a waiver of any default thereunder, whether of the same or a different nature; and any such provision, requirement, covenant, limitation, restriction or condition may be enforced at any time, notwithstanding the fact that violations may have been suffered or permitted thereunder.

30. As used herein, where applicable, "Seller" and "Purchaser" include the plural and the masculine gender includes the feminine or neuter gender.

31. Invalidation of any of these covenants by judgment or court order shall in no wise affect any other covenants and provisions hereof which shall remain in full force and effect at all times.

32. All lot owners and their heirs and assigns, executors, administrators, and trustees in bankruptcy, etc. agree that these covenant and restrictions will be placed in all future conveyances of lots in The North Shore and will be covenants running with the land and shall be binding on all subsequent owners.

And NORTH SHORE BUILDERS, L.L.C. does further covenant and bind itself, its successors and assigns to warrant and forever defend the title to said land unto the said ALDEN WILLIAMS and wife, JANE WILLIAMS, their heirs and assigns, against the lawful claims of all persons whomsoever.

NOTICE OF AVAILABILITY OF TITLE INSURANCE

Pursuant to Tennessee Code Annotated Section 56-35-133, the preparer of this instrument is not required to give any notice of the availability of title insurance in that the preparer of this instrument is not conducting or handling the settlement, closing or disbursement of funds in conjunction with this transaction.

MAIL TAX NOTICES TO:

ALDEN WILLIAMS and wife,
JANE WILLIAMS

934 W. Main St
Brownsville, TN 38012

Julie A. Pickens, Register
Hardin County Tennessee
Rec #: 23129 Instrument 30364
Rec'd: 35.00 NBk: 32 Pg 152
State: 518.00
Clerk: 1.00 Recorded
EDP: 2.00 6/3/2002 at 2:16 pm
Total: 556.00 in Record Book
277 Pages 147-153