

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, W & N PROPERTIES, L.L.C. , a Tennessee limited liability company, has bargained and sold and does hereby bargain, sell, transfer, and convey unto ROBERT L. CHUMNEY and wife, RHONDA M. CHUMNEY, 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 Unit 2 of The Boardwalk, a plat or plan of said subdivision being of record in Plat Cabinet 5, Slide 66-A, in the Register's Office of Hardin County, Tennessee, and reference is heremade to said plat and to the cabinet and slide where recorded for a more complete and accurate description of said Unit 6, and the descriptions, location and designation as there given and shown is incorporated herein by this reference thereto as full herein.

Further conveyed is the right to the use of a boatslip in the The Boardwalk Marina, being Boat Slip No. 7, and the right to the use of the same is considered as an appurtenance to said above mentioned lot and to run with the ownership of the lot, and the right to the use of the boatslip cannot be transferred to any third party, partnership or corporation without the sale and transfer of the above mentioned lot.

Being a portion of the same property conveyed to W & N Properties, L.L.C., from Montana Land Company, L.L.C., dated June 10, 1997 and recorded in Deed Book 181, page 54 in the Hardin County Register's Office. W & N Properties, L.L.C. conveyed a one-third (1/3) undivided interest in said property to Robert M. Wood, III and wife, Jona Wood and Sammy Shutt and wife, Cathy Shutt by deed dated March 19, 1999 and recorded in Record Book 194, Page 503 in the Register's Office of Hardin County, Tennessee. W & N Properties, L.L.C. conveyed a one-third (1/3) undivided interest in said property to William W. Bond, III, dated March 19, 1999 and recorded in Deed Book 192, page 639 in the Register's Office of Hardin County, Tennessee and further by a deed of correction to William W. Bond, II, dated December 17, 1999 and recorded in Record Book 211, page 709 in the Register's Office of Hardin County, Tennessee. Robert M. Wood, III and wife, Jona Wood conveyed a one-sixth (1/6) undivided interest to William W. Bond, II by deed dated December 16, 2000 in Record Book 212, page 810 in the Register's Office of Hardin County, Tennessee. Sammy Shutt and wife, Cathy Shutt conveyed a one-sixth (1/6) undivided interest to William W. Bond, II by deed dated February 4, 2000 and recorded in Record Book 214, page 361 in the Register's Office of Hardin County, Tennessee. William W. Bond conveyed his two-thirds 2/3 undivided interest in said property to W & N Properties, LLC by deed August 6, 2001 and recorded in Record Book 251, page 168 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 ROBERT L. CHUMNEY and wife, RHONDA M. CHUMNEY, their heirs and assigns forever, in fee simple.

HARDIN COUNTY ASSESSOR # 331
MAP 137 & GP C PL 2
COMM RES FARM
SPLIT V/I BY: JL

40, page 123, Tract XPR-204, all of which are incorporated by reference herein as fully as if copied in full.

Other Easements and Reservations: Subject to all easements for roads which run across the tract or along the boundaries thereof. Subject to the easement for Wilson Dam-Pickwick TVA transmission line as reserved by the United States of America in the deeds from it to previous owners.

**SAID PROPERTY IS ALSO CONVEYED SUBJECT TO THE FOLLOWING
RESTRICTIONS FOR ESTATES OF PICKWICK SUBDIVISION PHASE III**

These restrictive covenants herein set forth shall be covenants running with the land and shall bind the grantees and all persons or parties claiming under the grantees herein, as proceedings at law or in equity against any person or persons violating or attempting to violate the same, either by suit to restrain the violation or by suit to recover damages for such violation, and said covenants and restrictions herein set forth shall be binding upon the heirs, assigns, executors, administrators, trustees in bankruptcy, etc. of the grantees named herein. The restrictive covenants are as follows:

a. **LAND USE AND BUILDING TYPE:** All homes shall be single family dwellings, not to exceed two and one-half stories in height, and a private garage for not more than three cars, and a detached accessory building of a construction similar to the main building if adequate storage space is not provided.

b. No building or structure shall be constructed out of any materials as to outside finish, unless said materials shall be either brick, wood materials, or materials better than brick or wood. There will not be allowed on the exterior of a building a structure any materials such as brick siding and rock siding and this is intended to mean roofing pressed into the shape of brick and sometimes referred to as asphalt siding.

c. 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 tract, nor can any separate building be built on a lot for public business purposes or manufacturing purposes. The foregoing shall in no manner prohibit or restrict rental of any dwelling or interval ownership.

d. No animals of the swine or fowl classification nor cattle, livestock, or horses shall be kept on said property.

e. Said lots may be used for interval ownership and may be owned by multiple owners.

f. No dwelling shall be permitted on any lot unless the ground floor area of a single story structure, exclusive of porches or garages, shall be not less than 1500 square feet, and in the construction of split level homes or if a basement is constructed and finished for livable space, the same shall not be considered as included in the ground floor area of the main first floor, and in the event a two story dwelling is constructed on a lot, the ground floor shall be not less than 1,000 square feet, exclusive of open porches and garages, and the total completed floor space on both floors to be not less than 1750 square feet. These minimum square foot area dimensions shall not include enclosed garages or porches. The above square feet measurements are to be based on outside measurement of the dwelling.

It is the intention of the parties hereto that the purpose of this restriction as to floor square footage is to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are made.

g. **NUISANCE:** No noxious or offensive activities shall be carried on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

All lot owners will keep their property mowed and clean, and if this is not done, the grantors, their agents, servants, and assigns, shall have the right to come upon the property and mow and clean the same, and any expense will be borne by the lot owner.

h. **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, mobile home, school bus, etc., whether temporarily attached to the lot or not, basements,

STATE OF TENNESSEE
COUNTY OF HARDIN

Personally appeared before me, the undersigned Notary Public in and for said State and County, GREG WILSON, with whom I am personally acquainted, and who, upon oath acknowledged himself to be Chief Manager of W & N PROPERTIES, L.L.C., the within named bargainor, a limited liability company, and that he as such Chief Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as Chief Manager.

Witness my hand and notarial seal, at office on this the 27th day of February, 2004.

My Commission Expires: 04-01-06

Jennifer Roney
NOTARY PUBLIC

STATE OF TENNESSEE, COUNTY OF HARDIN

I, or we, hereby swear or affirm that the actual consideration to this transfer, or value of the property or interest in property transferred, whichever is greater, is \$ 275,000., which amount is equal to or greater than the amount which the property or interest in property transferred would command at a fair and voluntary sale.

Robert L. Chumney
AFFIANT

Rhonda M. Chumney

Subscribed and sworn to before me on this the 2 day of ^{March} ~~February~~, 2004.

My Commission Expires: 04-01-06

Jennifer Roney
NOTARY PUBLIC

MAIL TAX NOTICES:

ROBERT L. CHUMNEY and wife,
RHONDA M. CHUMNEY

3390 Bailey Station Rd.
Collierville, TN 38017

Julie A. Pickens, Register
Hardin County Tennessee
Instrument 44435
NBK: 33 Pg 544
Recorded
3/3/2004 at 9:12 am
in Record Book
337 Pages 11-15
Rec #: 37197
State: 25.00
Clerk: 1017.50
EDP: 1.00
Total: 1045.50