

**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  
60 Brazelton 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, TOP DESIGN, INC., has bargained and sold and does hereby bargain, sell, transfer, and convey unto MARK S. BLAIR and wife, DEE ANNE BLAIR, their heirs and assigns forever in fee simple, certain real property located in the 5<sup>th</sup> Civil District of Hardin County, Tennessee, and which is bounded and described as follows, to-wit:

Being Lot No. 1 of The Pointe at NorthShore Subdivision, a plat or plan of said subdivision being of record in Plat Book 7, page 38 in the Hardin County Register's Office and the reference is here made to said Plat and to the book and page where recorded for a more complete and accurate description of said Lot No. 1, and the description, location and designation as there given and shown are incorporated herein by this reference thereto as fully and to the same extent as if copied in full herein.

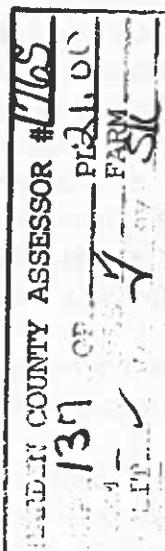
Being the same property conveyed to Top Design, Inc. by deed of Newport Land Company, L.L.C., dated June 9, 2006 and recorded in Record Book 411, page 808 in the Hardin County Register's Office.

TO HAVE AND TO HOLD said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging, unto the said MARK S. BLAIR and wife, DEE ANNE BLAIR, their heirs and assigns forever, in fee simple.

And TOP DESIGN, INC. does COVENANT with the said MARK S. BLAIR and wife, DEE ANNE BLAIR, their heirs and assigns, that it is lawfully seized and possessed of said land in Fee Simple; has 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 Grantor, and further by the building and use restrictions for The North Shore as set out hereinafter, 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



6. 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.

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

8. 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.

9. Satellite dishes of a 2 foot diameter and smaller are allowed and 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 it's approval must consent to the location of all satellite dishes, television or radio antennas and flagpoles.

10. 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.

11. 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 for public business purposes or manufacturing purposes.

12. No trailer, tent, shack, barn or other out building erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a "temporary character" be used as a residence. The definition of temporary character includes a mobile home. No recreational vehicles, boats, or trailers shall be stored on any lot in such manner that they would be visible from the street or lake. All plans for construction of out buildings must be approved in writing by Montana Land Company, L.L.C. No metal buildings will be allowed.

13. No trash, junk, garbage, litter or other noxious materials may be dumped on any lot or other development property except at designated disposal areas. Garbage must be kept out of sight from the street and lake until properly removed. Trash will not be burned out of doors. No debris, including, but not limited to stumps, logs, or building material, shall be buried on any lot without prior written approval from Montana Land Company, L.L.C.

14. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done or permitted thereon which may be or become an annoyance or a nuisance to the neighborhood.

15. No outside clothes lines or other apparatus for the drying of clothes shall be permitted unless it is obscured from view by mass planting of shrubbery in a manner approved by Montana Land Company, L.L.C.

16. No animals, livestock or poultry of any kind, other than household pets, shall be kept or maintained on part of said property. Dogs, cats and other household pets may be kept upon such property only if they are not: (a) kept, used or maintained for any commercial use or purpose; or (b) kept or maintained in such a manner as, in the judgment of the Developer or its assigns, to create a nuisance.

17. No major mechanical work shall be done on automobiles, boats, motors, trailers, etc., situated on any lot, except in an emergency.

18. All boat docks shall be approved by Montana Land Company, L.L.C. Boathouses or the construction of any type of cover is prohibited. Notwithstanding the foregoing, Montana Land Company, L.L.C. shall not be restricted from constructing a covered marina in any area designated by Montana Land Company, L.L.C. and by approval of TVA.

19. Vegetable gardening shall be allowed only if properly screened from view.

20. No discharge of firearms shall be allowed nor shall any hunting be allowed.

21. Plans shall be submitted to Montana Land Company, L.L.C. who shall act as the Architectural Review Committee for approval of all plans and in the event that it does not provide review within thirty (30) days, the plan will automatically be deemed approved.

Julie Gail Adkisson, Registrar  
 Hardin County Tennessee  
 Rec #: 57116  
 Instrument #: 64359  
 Recorded  
 8/14/2006 at 2:48 PM  
 in Record Book  
 417  
 Fee: 386-390

Rec'd: 25.00  
 State: 743.70  
 Clerk: 1.00  
 EDP: 2.00  
 Total: 771.70

assigns to warrant and forever defend the title to said land unto the said MARK S. BLAIR and wife, DEE ANNE BLAIR, their heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, TOP DESIGN, INC., has caused its corporate name to be hereunto subscribed on this 11<sup>th</sup> day of August, 2006.

TOP DESIGN, INC

BY: *J.B. Kelly*

STATE OF TENNESSEE  
 COUNTY OF HARDIN

Personally appeared before me, the undersigned Notary Public in and for said State and County, *Jeffrey Kelley*, with whom I am personally acquainted, and who, upon oath acknowledged himself to be President of TOP DESIGN, INC., the within named bargainer, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

Witness my hand and notarial seal, at office on this the 11<sup>th</sup> day of August, 2006.

My Commission Expires: 03-09-2010

*Jennifer Lacey*  
 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 \$201,000, 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.

*Mark S. Blair*

AFFIANT

Subscribed and sworn to before me on this the 11<sup>th</sup> day of August, 2006.

My Commission Expires: 03-09-2010

*Jennifer Lacey*  
 NOTARY PUBLIC

MAIL TAX NOTICES TO:  
 MARK S. BLAIR and wife,  
 DEE ANNE BLAIR  
2534 Calkins Road  
Georgetown, TN  
38139

