

Disclaimer: The Covenants and Restrictions (C&Rs), bylaws, and other related information 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, bylaws, or any other provided information. It is the responsibility of the buyer to verify all details with the HOA.

↓ CONTINUE BELOW TO COVENANTS & RESTRICTIONS ↓

COVENANTS, RESTRICTIONS AND LIMITATIONS
OF THE
RIVERCLIFF SUBDIVISION

The following covenants, restrictions, easements and limitations shall apply to the Rivercliff Subdivision which is located in Hardin County, Tennessee, on Pickwick Lake as shown in Plat Book 2, Page 109, in the Register's Office in Hardin County, Tennessee. All phases of this Subdivision are to be located within the boundaries of the property formerly known as the YMCA Camp and described more particularly in Book 40, Page 492, Book 40, Page 558, and Book 55, Page 94, Hardin County Register's Office.

1. The following covenants, restrictions, easements and limitations are established in this instrument to promote peace, serenity and tranquility among the owners of the lots in the Rivercliff Subdivision so that they may live together in a state of harmony and accord.

2. The Developer, Smith & Turley, Inc., a Tennessee corporation, will retain title to all of the above described property which is not sold to owners of lots within the Subdivision which is not specifically provided for in this instrument. It is contemplated by the Developer that all of the remaining acreage of the above described plat will, in the course of time, be developed; however, at the date of this instrument, only Lots 1 through 7 of the Subdivision are being developed, said lots being more particularly described in a plat known as Rivercliff Subdivision, Section "B" which is filed herewith on the date of this instrument.

3. In addition to the following covenants, restrictions, easements and limitations which appear in this instrument, the following

(i) Guest - any person who is not an owner or part of the immediate family of an owner of the Rivercliff Subdivision and who is on the property of the Rivercliff Subdivision at the invitation of an owner.

(j) All pronouns herein used, whether the male, female and neuter genders, shall include the singular or plural numbers, as the case may be.

(k) Common areas - roads, parking areas, picnic grounds, and all areas designated as such by Developer.

5. The declarations, easements, restrictions, limitations and covenants of this instrument are binding upon any owner, purchaser, assignee, heir, representatives or assigns, mortgagees, lessees, tenants, invitees, licensees or otherwise, who or which may acquire or hold otherwise any interest in and to any part or parcel of all the property herein described, and whether the same may be interest in the same to any appurtenances or any hereditaments and with whatever kind, character or nature thereon or thereunto appertaining; and shall be considered a covenant running with the land and all of the aforesaid until at such time as these covenants, restrictions and limitations shall have been properly changed, altered or modified as herein set forth. It is further declared that no person may relieve himself or be exempt from any of the covenants, restrictions and limitations for failure or non-use of any part or parcel of any of the property herein described or from lack of occupying any part of the same.

6. Any lot in the Rivercliff Subdivision may be held and owned by one or more persons as joint tenants, tenants in common, tenants by the entirety or any other interest in real estate tenancy recognized under the laws of the State of Tennessee.

7. All lots in the Rivercliff Subdivision shall be residential lots. No structures shall be erected on any residential lot other than a single family dwelling, a private garage for not more than three (3) cars and other out-buildings incidental to residential use

13. The restrictions as set forth by the Tennessee Valley Authority on all property in the Rivercliff Subdivision are hereby incorporated into this instrument.

14. No temporary building, mobile home, trailer, tent, shack or other building or structure erected on a lot to which these covenants apply shall at any time be used for human habitation, temporarily or permanent, nor shall any such structures of a temporary character be placed on said lots. No signs, billboards or other posting may be erected for any purpose without written permission of the Developer or its assigns. The Developer is hereby given express permission to enter upon any lot and remove at the owner's expense any building, structure or posters in violation of this instrument. All lots shall be maintained and kept clean by the owner of each lot.

15. Should the owner of any lot, whether or not developed, fail, in the judgment of the Developer, for any reason to keep said lot in a presentable manner, then the Developer, or its assigns, may remedy such condition and assess the cost thereof against the owner of said lot.

16. Lots in the Rivercliff Subdivision shall not be used for any commercial, trade, business, mining or manufacturing purposes without the express written permission of the Developer or its assigns, with the exception, however, that this paragraph shall not apply to any property in the Subdivision which is presently or subsequently owned by the Developer.

17. No outside clothes lines or other apparatus for the drying of clothes shall be permitted in the Subdivision, unless obscured from view by mass planting of shrubbery in a manner approved by the Developer or its assigns.

18. All television or radio antennas must be approved by the Developer or its assigns.

19. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the Subdivision.

26. All driveways on the lots shall be constructed at the owner's expense.

27. Any docks and/or piers constructed on any of the waterfront lots in the Rivercliff Subdivision must conform exactly to the plans and specifications for the construction of docks and/or piers as set out by the Developer or its assigns. Any docks and/or piers constructed which do not conform exactly to the plans and specifications for the construction of docks and/or piers as set out by the Developer or its assigns may be removed by the Developer or its assigns at the owner's expense.

28. The Rivercliff Subdivision shall be restricted for the exclusive use of the owners and their guests.

29. No motorcycle shall be allowed to operate within the Rivercliff Subdivision.

30. No major mechanical work shall be done on automobiles, boats, motors, etc. on the lots except for emergency purposes.

31. Vegetable gardening shall be allowed only if properly screened from view in the opinion of the Developer or the Rivercliff Association.

32. No discharge of firearms or the shooting of any fireworks shall be allowed in the Rivercliff Subdivision.

33. No lot owners shall do anything that will obstruct or interfere with the rights, use and enjoyment of the other owners in the Rivercliff Subdivision.

34. No lot owners shall annoy the other lot owners by unreasonable noise, nor permit any nuisance, whether the same may be common law, public, equitable or statutory.

35. No owner shall commit or permit to be committed any immoral or illegal acts or business in or about his lot.

36. These covenants, restrictions, easements and limitations are to run with the land and shall be binding on all parties and all.

under, whether of the same or of a different nature; but any such provision, requirement, covenant, limitation, restriction or condition may be enforced at any time, notwithstanding the fact that violation may have been suffered or permitted therefor.

40. If any owner desires to sell his property, then and in said event the right of first refusal is hereby given and granted unto the Developer or its assigns to purchase the property. The Developer or its assigns or any of the other owners (in that order) shall have the option, for ten (10) days after receipt of the written notice by the owner of his intention to sell, to purchase said property upon the same terms and conditions as such offer or proposed sale.

41. In the event that any owner justly believes that his right of privacy and peaceful occupancy of his lot is being invaded by any nuisance, whether the same may be statutory, public, equitable or in common law, then and in said event the same shall be reported to the Developer or its assigns. Upon the determination by the Developer or its assigns that any such nuisance exists occasioned by any owner of a lot in this Subdivision, then and in said event, the Developer or its assigns shall cause a written notice to be given unto the property owner to abate any such nuisance on which a complaint has been made. Upon the failure of the property owner to comply with the request, the Developer or its assigns may bring proper action to correct and abate any such nuisance on behalf of the other lot owners and the Developer or its assigns may obtain either a temporary or permanent injunction against any such nuisance complained of and in proper cases judgment for damages.

42. At such time as the Developer in its sole discretion determines that responsibility for the management, repairs, maintenance and upkeep of the Rivercliff Subdivision should be transferred to the

47. The Trustees of the Rivercliff Association shall have the right to determine the amounts necessary for the maintenance, repair, management, upkeep and supervision of the Rivercliff Subdivision. Up until the time the Developer transfers responsibility for the Subdivision to the Rivercliff Association, said Developer shall have the right to make annual assessments for maintenance, security, etc., but in no event can the payment assessed by the Developer on the Rivercliff Association members exceed, per lot, Fifty (\$50.00) Dollars per month. Said assessments are not to be initiated until the sale of fifteen (15) lots.

48. The Rivercliff Association will be responsible for all taxes in the common areas of the Rivercliff Subdivision.

49. Assessments of more than Fifty (\$50.00) Dollars per month may be made should seventy-five (75%) percent of the lot owners determine that the circumstances require an additional assessment.

50. The annual assessments shall be paid on or before the 1st day of January of each year. If not paid, the assessments shall bear six 15% percent interest from January 1 of each year. All assessments are liens on the property so assessed and shall be collectible by proper action at law or proceeding in equity or by enforcement of such lien. The Trustees shall have full and plenary power to collect the assessments and may also enforce the lien on any lot in the Subdivision by failure of the lot owner to pay the annual assessment. The liens may also be publicly recorded in the manner provided by law for registration of other liens if not paid within ninety (90) days.

51. The Trustees shall also have full power and authority to disburse funds collected by them for such purposes in connection with the maintenance and improvement of Rivercliff Subdivision.

the marina and said right to slips will be a covenant which will run with the land. Rights in the marina will be determined in the individual warranty deeds of the lots in the Rivercliff Subdivision. Lot owners cannot lease, sell or assign their rights in the marina. Developer has the right to transfer ownership of the marina to the marina corporation if it so desires.

59. The lot owners who have rights in the marina shall have the privilege of use of the marina only and in no manner will hold title to any part or parcel of the marina unless authorized by the Developer. The marina is strictly for the storage of boats of the lot owners who have rights in the marina. No major mechanical work shall be done on boats while in the marina except for emergency purposes.

60. The Developer reserves unto itself the sole and exclusive rights to any and all commercial activities within the marina or any of the property in the Rivercliff Subdivision.

61. The marina is exclusively for the use of property owners who have been given rights in the marina in the individual warranty deeds and no boats other than the lot owners shall be allowed in the marina. In order for guests of lot owners to place their boats in the marina, the lot owner must first obtain written permission of the Board of Directors of the marina corporation; however, in no event can a guest's boat stay in the marina for more than ten (10) days.

62. All property owners who have rights in the marina must have a number on their boats which will identify the boat as a member of the marina corporation. The marina corporation will determine the type of identification which will be used.

63. Until the Developer transfers responsibility for the entire Rivercliff Subdivision to the Rivercliff Association, the Developer expressly reserves unto itself the right to change, modify, alter or amend this instrument or any of its covenants, restrictions and limitations which have herein been set forth.

IN WITNESS WHEREOF, the undersigned corporation, being the sole and exclusive owner of all the property described in this instrument does hereby adopt all of the above covenants, restrictions, limitations and easements on the property which will be known as the River Cliff Subdivision.

SMITH & TURLEY, INC.

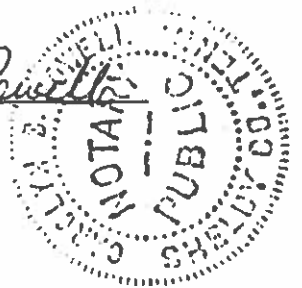
By: Dan B. Turley, Jr., President

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Before me, the undersigned Notary Public in the State and County aforesaid, personally appeared Dan B. Turley, Jr. with whom I am personally acquainted and who, upon oath, acknowledged himself to be the President of SMITH & TURLEY, 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 such President.

WITNESS my hand and official seal at office this 16th day of August, 1983.

Carolyn B. Powell
NOTARY PUBLIC



My commission expires:

2/28/87

STATE OF TENNESSEE)
HARDIN COUNTY)
REGISTER'S OFFICE)

I, Eugene Neill, Register of said County, do certify that the within instrument was filed for record on the 17 day of Aug 1983 at 11:15 o'clock A M, and noted in Note Book No. 24 Page 362 recorded in Decd Book No. 112 Page No. 356.

Eugene Neill (ms.) Register

STATE OF TENNESSEE, HARDIN COUNTY

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named bargainors, ROBERT JOE NEILL and wife, MARY PATSY NEILL, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and notarial seal, at Savannah, Tennessee, this the 1st day of August, 1972. My Commission expires 7-13, 1975.

Joe F. Shutt
Notary Public

(SEAL)

STATE OF TENNESSEE, HARDIN COUNTY
I, or we, hereby swear or affirm that the actual consideration for this transfer, or value of the property or interest in property transferred, whichever is greater, is \$ 9,600.00, 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.

Subscribed and sworn to before me this the 1st day of Aug, 19 72

STATE OF TENNESSEE
HARDIN COUNTY
REGISTER'S OFFICE

I, Nell Garey, Register of said County, do certify that the within instrument was filed for record on the 4 day of Aug, 19 72 at 9:15 o'clock A.M. and noted in Note Book No. 72 Page 262 and recorded in Deed Book No. 71 Page No. 73
Nell Garey Register

SMITH & TURLEY, INC.
TO: RESTRICTIONS, ETC.
RIVERCLIFF SUBDIVISION
FILED: AUG. 4, 1972
AT: 9:45 o'clock A. M.

COVENANTS, RESTRICTIONS AND LIMITATIONS
OF THE
RIVERCLIFF SUBDIVISION

The following covenants, restrictions, easements and limitations shall apply to the Rivercliff Subdivision which is located in Hardin County, Tennessee, on Pickwick Lake as shown in Plat Book 2, Page 74, in the Register's Office in Hardin County, Tennessee. All phases of this Subdivision are to be located within the boundaries of the property formerly known as the YMCA Camp and described more particularly in Book 40, Page 492, Book 40, Page 558, and Book 55, Page 94, Hardin County Register's Office.

1. The following covenants, restrictions, easements and limitations are established in this instrument to promote peace, serenity and tranquility among the owners of the lots in the Rivercliff Subdivision so that they may live together in a state of harmony and accord.

2. The Developer, Smith & Turley, Inc., a Tennessee corporation, will retain title to all of the above described property which is not sold to owners of lots within the Subdivision which is not specifically provided for in this instrument. It is contemplated by the Developer that all of the remaining acreage of the above described plat will, in the course of time, be developed; however, at the date of this instrument, only Lots 1 through 33 of the Subdivision are being developed, said lots being more particularly described in a plat known as Rivercliff Subdivision, Section "A" which is filed herewith on the date of this instrument.

3. In addition to the following covenants, restrictions, easements and limitations which appear in this instrument, the following restrictions will be inserted in all warranty deeds given for lots in this Subdivision: "The warranty in this deed is subject to the covenants, restrictions, easements and limitations which appear in the instrument known as 'Covenants, Restrictions and Limitations of the Rivercliff Subdivision' which is filed in the Register's Office in Hardin County, Tennessee, in Book 71, Page 74, and said covenants, re-

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Neill (ms)

7. All lots in the Rivercliff Subdivision shall be residential lots. No structures shall be erected on any residential lot other than a single family dwelling, a private garage for not more than three (3) cars and other out-buildings incidental to residential use of this lot. All single family dwellings are to be occupied only by the owner and his immediate family and guests.

8. No structures shall be erected, placed or structurally altered upon any lot in the Rivercliff Subdivision until the building plans, architectural designs, specifications and plans showing the location of such structure have been approved in writing by the Developer or its assigns as to conformity and harmony of quality and exterior design with respect to topography and finished ground elevation.

9. No residential lot shall be subdivided; however, when two or more adjoining lots are sold to the same owner, the intervening boundary line may be voided and the two or more lots then become one.

10. The ground floor area of the residence on any lot in the Rivercliff Subdivision, exclusive of verandas, open porches (not having exterior walls), garages, breeze-ways, car-ports and patios, shall not be less than 1,250 square feet.

11. The easements shown on the plat of the Rivercliff Subdivision are hereby adopted as a part of these restrictions and all lots in said Subdivision shall be subject to said easements. The Developer reserves unto itself, its successors and assigns, the right to grant unto others easements to install, maintain, repair and construct power, water, sewers and telephone lines and facilities and drainage ditches in, upon, over and under the area or any of the areas designated on said plat 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 across adjoining property.

12. Building set back shall be forty (40) feet from the road. No enclosed structure may be built in front of set back. Side yard set back shall be fifteen (15) feet. All lots shall have a twenty (20) foot utility easement adjacent to the access road. The set back restrictions in this paragraph may be waived by the Developer or its assigns as the individual situation may dictate.

13. The restrictions as set forth by the Tennessee Valley Authority on all property in the Rivercliff Subdivision are hereby incorporated into this instrument.

14. No temporary building, mobile home, trailer, tent, shack or other building or structure erected on a lot to which these covenants apply shall at any time be used for human habitation, temporarily or permanent, nor shall any such structures of a temporary character be placed on said lots. No signs, billboards or other posting may be erected for any purpose without written permission of the Developer or its assigns. The Developer is hereby given express permission to enter upon any lot and remove at the owner's expense any building, structure or posters in violation of this instrument. All lots shall be maintained and kept clean by the owner of each lot.

15. Should the owner of any lot, whether or not developed, fail, in the judgment of the Developer, for any reason to keep said lot in a presentable manner, then the Developer, or its assigns, may remedy such condition and assess the cost thereof against the owner of said lot.

16. Lots in the Rivercliff Subdivision shall not be used for any commercial, trade, business, mining or manufacturing purposes without the express written permission of the Developer or its assigns, with the exception, however, that this paragraph shall not apply to any property in the Subdivision which is presently or subsequently owned by the Developer.

34. No lot owners shall annoy the other lot owners by unreasonable noise, nor permit any nuisance, whether the same may be common law, public, equitable or statutory.

35. No owner shall commit or permit to be committed any immoral or illegal acts or business in or about his lot.

36. These covenants, restrictions, easements and limitations are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by seventy-five (75%) percent of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part; however, it is the intention of the Developer to hereby reserve for itself and its successors the right to modify or amend these restrictions in any way which would not be detrimental to the exclusive residential character of this Subdivision.

37. 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 persons owning any other lots in the Rivercliff Subdivision 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 violations.

38. Invalidation of any one of these covenants, restrictions and limitations by Court Order shall in no way affect any of the other provisions, which will remain in full force and effect.

39. No failure or neglect on the part of the Developer or its assigns to demand or insist upon the observance of any provision, requirement, covenant, limitation, restriction or condition herein contained or referred to as to proceed for the restraint of violation thereof, shall be deemed a waiver of such violation or operate 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 of a different nature; but any such provision, requirement, covenant, limitation, restriction or condition may be enforced at any time, notwithstanding the fact that violation may have been suffered or permitted therefor.

40. If any owner desires to sell his property, then and in said event the right of first refusal is hereby given and granted unto the Developer or its assigns to purchase the property. The Developer or its assigns or any of the other owners (in that order) shall have the option, for ten (10) days after receipt of the written notice by the owner of his intention to sell, to purchase said property upon the same terms and conditions as such offer or proposed sale.

41. In the event that any owner justly believes that his right of privacy and peaceful occupancy of his lot is being invaded by any nuisance, whether the same may be statutory, public, equitable or in common law, then and in said event the same shall be reported to the Developer or its assigns. Upon the determination by the Developer or its assigns that any such nuisance exists occasioned by any owner of a lot in this Subdivision, then and in said event, the Developer or its assigns shall cause a written notice to be given unto the property owner to abate any such nuisance on which a complaint has been made. Upon the failure of the property owner to comply with the request, the Developer or its assigns may bring proper action to correct and abate any such nuisance on behalf of the other lot owners and the Developer or its assigns may obtain either a temporary or permanent injunction against any such nuisance complained of and in proper cases judgment for damages.

51. The Trustees shall also have full power and authority to disburse funds collected by them for such purposes in connection with the maintenance and improvement of Rivercliff Subdivision.

52. If it becomes necessary to place the collection of unpaid assessments in the hands of an attorney for collection or foreclosure, the lot owner agrees to pay any and all costs of collection, including court costs and attorney fees, said attorney fees not to exceed more than ten (10%) percent of the delinquent amount.

53. When a person purchases a lot in the Rivercliff Subdivision, he automatically becomes a member of the Rivercliff Association and is subject to all its rules and regulations.

54. Guests of all property owners are expressly under the same rules and regulations herein contained which apply to property owners.

55. House guests of any lot owner for more than ten (10) days must have written permission of the Rivercliff Association to stay on the property. The Rivercliff Association by majority vote can ban any guest whom the Rivercliff Association considers a nuisance.

56. In this instrument when reference is made to the Developer, it is understood that if appropriate, it shall be construed as applying to the Rivercliff Association.

57. In the event the Developer shall abandon the obligation to manage and maintain the Subdivision for a period of six (6) consecutive months or in the event of its insolvency or adjudication of bankruptcy of the Developer, any five (5) lot owners may call a meeting to elect a committee of Trustees and said committee so elected shall take over the management and maintenance of the Rivercliff Subdivision, as though the Developer had voluntarily called a meeting of lot owners.

58. The marina in the Rivercliff Subdivision shall be the property of the Developer. The members of the marina will form an independent non-profit corporation to run the marina. The marina corporation will be separate and apart from the Rivercliff Association and the purchase of a lot in the Rivercliff Subdivision does not guarantee a slip in the marina and said right to slips will be a covenant which will run with the land. Rights in the marina will be determined in the individual warranty deeds of the lots in the Rivercliff Subdivision. Lot owners cannot lease, sell or assign their rights in the marina. Developer has the right to transfer ownership of the marina to the marina corporation if it so desires.

59. The lot owners who have rights in the marina shall have the privilege of use of the marina only and in no manner will hold title to any part or parcel of the marina unless authorized by the Developer. The marina is strictly for the storage of boats of the lot owners who have rights in the marina. No major mechanical work shall be done on boats while in the marina except for emergency purposes.

60. The Developer reserves unto itself the sole and exclusive rights to any and all commercial activities within the marina or any of the property in the Rivercliff Subdivision.

61. The marina is exclusively for the use of property owners who have been given rights in the marina in the individual warranty deeds and no boats other than the lot owners shall be allowed in the marina. In order for guests of lot owners to place their boats in the marina, the lot owner must first obtain written permission of the Board of Directors of the marina corporation; however, in no event can a guest's boat stay in the marina for more than ten (10) days.

62. All property owners who have rights in the marina must have a number on their boats which will identify the boat as a member of the marina corporation. The marina corporation will determine the type of identification which will be used.

63. Until the Developer transfers responsibility for the entire Rivercliff Subdi-

PREPARED BY J. GILBERT PARRISH, JR., ATTORNEY
605 Court St., Savannah, TN 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, I, MICHAEL B. TURLEY have bargained and sold and do hereby bargain, sell, transfer, and convey unto ROBERT M. WOOD, III, his heirs and assigns forever in fee simple, certain real property located in the 6th Civil District of Hardin County, Tennessee, and which is bounded and described as follows, to-wit:

TRACT NO. 1:

A tract or parcel of land, lying and being situated in the 6th Civil District of Hardin County, Tennessee, being a portion of the property conveyed to Michael B. Turley, by deed recorded in Deed Book 136, Page 18, and Lots 1, 1A, 4 and 4A of River Creek Subdivision, as recorded in Plat Cabinet 2, Slide 109-A, in the Hardin County Register's Office, and being more particularly described as follows:

BEGINNING on a PK nail found in the centerline intersection of River Cliff Lane and Caney Hollow Road, being the northeast corner of a tract conveyed to River Cliff Cove Joint Venture, by deed recorded in Deed Book 125, Page 387, in the Register's Office of Hardin County, being the northwest corner of the herein described tract; runs thence along and with the centerline of said River Cliff Lane, as follows: North 77 degrees 06 minutes 56 seconds East, a distance of 117.75 feet, North 71 degrees 50 minutes 12 seconds East, a distance of 58.14 feet, North 63 degrees 35 minutes 18 seconds East, a distance of 93.83 feet, North 55 degrees 45 minutes 47 seconds East, a distance of 35.80 feet, North 54 degrees 03 minutes 21 seconds East, a distance of 90.97 feet, North 65 degrees 10 minutes 44 seconds East, a distance of 69.05 feet, North 83 degrees 11 minutes 12 seconds East, a distance of 59.43 feet, South 86 degrees 16 minutes 38 seconds East, a distance of 69.69 feet, South 81 degrees 19 minutes 38 seconds East, a distance of 72.57 feet, South 79 degrees 37 minutes 29 seconds East, a distance of 88.71 feet, South 72 degrees 33 minutes 58 seconds East, a distance of 99.66 feet, South 69 degrees 49 minutes 51 seconds East, a distance of 62.02 feet, South 69 degrees 40 minutes 47 seconds East, a distance of 46.40 feet, to a PK nail set, being the northwest corner of a tract conveyed to George Wendelin and wife, Mary L. Wendelin, by deed recorded in Deed Book 160, Page 710, Lot 2, 3 & 2A of River Bluff Subdivision, Phase I, in Plat Cabinet 5, Slide 15-A, in the Register's Office of Hardin County, and the northeast corner of the herein described tract; runs thence along and with the west boundary of said Wendelin tract, as follows: South 00 degrees 15 minutes 00 seconds East, passing and iron rod set at a distance of 31.49 feet, and continuing on a distance of 92.19 feet, for a total distance of 123.68 feet, to an iron rod set, being the northeast corner of Lot 4A, which is a part of the herein described tract, as recorded in Plat Cabinet 2, Slide 109-A, in the Register's Office of Hardin County, South 21 degrees 11 minutes 43 seconds East, passing an iron rod set at a distance of 64.30 feet, the southeast corner of said Lot 4A, the northeast corner of Lot 1A, which is a part of the herein described tract, and continuing on a distance of 60.00 feet, for a total distance of 124.30 feet, to an iron rod set, South 07 degrees 42 minutes 39 seconds East, a distance of 53.92 feet, to an iron rod set, being the southeast corner of Lot 1A, and the northeast corner of Lot 1, South 14 degrees 28 minutes 21 seconds East, a distance of 256.14

HARDIN COUNTY ASSESSOR # 1612	PL 5 & 503
MAP 113	GP
COMM	RES
SPLIT	V/L
	BY: S. L.

by deed recorded in Deed Book 144, Page 828, in the Register's Office of Hardin County, and Lot 32, as conveyed to Bobby Maness, by deed recorded in Deed Book 165, Page 305, in the Register's Office of Hardin County, to an iron rod found, being the southwest corner of said Lot 32, a point in the north boundary of Lot 33, as conveyed to John Morris, by deed recorded in Deed Book 169, Page 197, in the Register's Office of Hardin County, and an exterior corner of the herein described tract; runs thence South 84 degrees 03 minutes 51 seconds West, a distance of 33.40 feet, along and with the north boundary of said Morris lot, to an iron rod found, being the northwest corner of said Morris lot, and an interior ell corner of the herein described tract; runs thence South 02 degrees 07 minutes 17 seconds East, a distance of 123.43 feet, along and with the west boundary of said Morris lot, to an iron rod found, being the southwest corner of said Morris lot, the northwest corner of Future Development Lot 34, which is a part of the herein described tract, as recorded in Plat Cabinet 2, Slide 74, in the Register's Office of Hardin County, and an interior ell corner of the herein described tract; runs thence North 80 degrees 01 minutes 05 seconds East, a distance of 202.46 feet, along and with the south boundary of said Lot 33, to an iron rod found in the west right-of-way of Webb Drive, being the southeast corner of said Lot 33, the northeast corner of said Lot 34, and an exterior ell corner of the herein described tract; runs thence along and with the west right-of-way of said Webb Drive, being the east boundary of said Lot 34, and Future Development Lot 35, as recorded in Plat Cabinet 2, Slide 74, in the Register's Office of Hardin County, which is also a part of the herein described tract, as follows: South 13 degrees 20 minutes 43 seconds West, a distance of 114.00 feet, South 10 degrees 39 minutes 17 seconds East, a distance of 181.80 feet, to an iron rod set in said right-of-way, being the southeast corner of the herein described tract; runs thence along and with the north right-of-way of said Webb Drive, as follows: South 37 degrees 20 minutes 43 seconds West, distance of 42.90 feet, South 48 degrees 40 minutes 26 seconds West, a distance of 135.00 feet, South 44 degrees 00 minutes 14 seconds West, a distance of 85.65 feet, South 57 degrees 17 minutes 28 seconds West, a distance of 106.55 feet, South 71 degrees 04 minutes 51 seconds West, a distance of 189.84 feet, South 71 degrees 31 minutes 11 seconds West, a distance of 51.03 feet, South 84 degrees 28 minutes 49 seconds West, a distance of 34.62 feet, South 88 degrees 11 minutes 16 seconds West, a distance of 283.98 feet, to an iron rod found, being the southeast corner of the remainder of a tract of which this is a part, and the southwest corner of the herein described tract; runs thence along and with a severance line, being the west boundary of the herein described tract, as follows: North 20 degrees 07 minutes 39 seconds East, a distance of 187.11 feet, to an iron rod found, North 36 degrees 03 minutes 50 seconds East, a distance of 200.23 feet, to an iron rod found, North 34 degrees 07 minutes 47 seconds East, a distance of 248.71 feet, to an iron rod found, North 17 degrees 38 minutes 32 seconds East, a distance of 295.68 feet, to an iron rod found, North 08 degrees 10 minutes 06 seconds East, a distance of 325.34 feet, to an iron rod found in the south right-of-way of Marina Way Road, being the northeast corner of the remainder of a tract of which this is a part, and the northwest corner of the herein described tract; runs thence along and with the south right-of-way of said Marina Way Road, being the north boundary of the herein described tract, as follows: North 64 degrees 04 minutes 48 seconds East, a distance of 149.85 feet, North 67 degrees 00 minutes 24 seconds East, a distance of 26.36 feet, to an iron rod found in said right-of-way, being the northwest corner of the aforementioned Clendenin tract, and the northeast corner of the herein described tract; runs thence South 07 degrees 21 minutes 20 seconds West, a distance of 203.52 feet, along and with the south boundary of said Clendenin tract, to the point of beginning, containing 10.670 acres of land, more or less, and is subject to a Sewer Easement for a septic disposal system, being located on the south boundary of the herein described tract, as conveyed to Charlie Jones and wife, Beverly Jones, by deed recorded in Deed Book 156, Page 742, R.O.H.C., and an Ingress and Egress Easement, being located in the northeast corner of the herein described tract, as conveyed to Mark A.

one.

5. The ground floor area of the residence on any lot exclusive of verandas, open porches (not having exterior walls), garages, breeze-ways, carports and patios, shall not be less than 1,400 square feet.

6. Building set back shall be thirty (30) feet from the road. No enclosed structure may be built in front of set back. Side yard set back shall be fifteen (15) feet. All lots shall have a twenty (20) foot utility easement adjacent to the access road. The set back restrictions in this paragraph may be waived by Michael B. Turley or his assigns as the individual situation may dictate.

7. No temporary building, mobile home, trailer, tent, shack or other building or structure erected on a lot to which these covenants apply shall at any time be used for human habitation, temporarily or permanent, nor shall any such structures of a temporary character be placed on said lots. No signs, billboards, or other posting may be erected for any purpose without written permission of Michael B. Turley or his assigns. All lots shall be maintained and kept clean by the owner of each lot.

8. Should the owner of any lot, whether or not developed, fail, for any reason to keep said lot in a presentable manner, then any adjoining lot owner may remedy such condition and assess the cost thereof against the owner of said lot.

9. Lots shall not be used for mining or manufacturing purposes.

10. No outside clothes lines or other apparatus for the drying of clothes shall be permitted in the Subdivision.

11. All television, radio antennas, or satellite dishes must be approved by the Michael B. Turley or his assigns.

12. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to any adjoining owner.

13. All lavatories and/or toilets shall be built indoors and connected to outside septic tanks or sewer systems, in accordance with specifications approved by the Hardin County Health Department. No sewage, waste, disposal or drainage from a septic tank shall be permitted to enter into any streams or Pickwick Lake.

14. No hunting will be allowed on any portion of the property.

15. No trash, junk, garbage, litter or other noxious material may be dumped on any lot or portion of said property.

16. Building materials placed on lots prior to construction must be stacked in a neat and orderly manner. Materials may not be stored on lots longer than sixty (60) days prior to the start of construction. All exterior construction must be completed within nine (9) months after it is started and the building site cleaned.

17. No animals, livestock or poultry of any kind, other than household pets, shall be kept or maintained on any part of said property. Dogs, cats and other household pets may be kept upon such property only if they are not (1) kept, used or maintained for any commercial use or purpose, or (2) kept or maintained in such a manner as, in the judgment of the Developer or its assigns, to create a nuisance.

18. All driveways on the lots shall be constructed at the owner's expense.

19. No motorcycle or all terrain vehicle shall be operated on said property.

20. No major mechanical work shall be done on automobiles, boats, motors, etc. on the lots except for emergency purposes.

21. Vegetable gardening shall be allowed only if properly screened from view of adjoining owners.

22. No discharge of firearms or the shooting of any fireworks shall be allowed.

23. No lot owners shall do anything that will obstruct or interfere with the rights, use and enjoyment of the other owners who purchase any portion of the property restricted herein.

24. No lot owners shall annoy the other lot owners by unreasonable noise, nor permit any nuisance, whether the same may be common law, public, equitable or statutory.

25. No owner shall commit or permit to be committed any immoral or illegal acts or business in or about his property.

26. These covenants, restrictions, easement and limitations

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 \$200,000.00, 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 M. Wood III
AFFIANT

Subscribed and sworn to before me on this the 23 day of October, 1996.

My Commission Expires: 12-15-99

John H. [Signature]
NOTARY PUBLIC

MAIL TAX NOTICES TO:

ROBERT M. WOOD, III

2005 Shaw Lane
Sallamah, TN 38372

STATE OF TENNESSEE, HARDIN COUNTY, REGISTER'S OFFICE

Transfer Tax 740.00 I, Joyce Hosea, Register of said county, do certify that the within instrument was filed for record on the 24 day of Oct. 1996 at 10:00 o'clock A M, and noted in Note Book 27 Recording Fee 28.00 Page 410 and recorded in Book 176 Page 516 Receipt No. 10566

Joyce Hosea (m)