

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 ↓

PREPARED BY NAN BARLOW, ATTY., SAVANNAH, TN 38372

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of \$10.00 and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, **JAMES E. ARNOLD, JR.**, have bargained and sold and do hereby bargain, sell, transfer, and convey unto **JOHN MACK WILBANKS** and wife, **PAMELA WILBANKS**, 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 8 in Pier Pointe, Phase III at North Shore Subdivision, a plat or plan of which is of record in the Register's Office for Hardin County, Tennessee in Plat Book 7, page 70 and reference is here made to said Plat and to the Cabinet and Slide where recorded for a complete and accurate description of said Lot No. 8 and the descriptions, locations and designations as there given and shown are incorporated herein by this reference thereto to the same extent as if copied in full herein.

RESIDENTIAL RESTRICTION:

Said lot is conveyed subject to the building and use restrictions in deed to James E. Arnold, Jr. The lot conveyed may only have one residence and may not be further subdivided.

Boat slip:

Further conveyed herein are the perpetual rights to the use of a boat slip in Quarry Hollow Marina, being Boat Slip No. 9 in said Marina. Said use is considered as an appurtenance to the grantees ownership of the lot located in Pier Pointe Phase III, herein conveyed and said slip is to run with the ownership of said Lot No. 8, Pier Pointe, Phase III at Northshore and the right to the use of said boat slip cannot be transferred to any third party, partnership or corporation without the sale and transfer of the above mentioned lot or being transferred as an appurtenance either to the land of someone who is the then current owner of a lot in Northshore. All rights to said boat slip are conveyed and transferred subject to the by-laws and subject to such rules, regulations and limitations as established by the Quarry Hollow Marina Association, Inc.

Being the same property conveyed to James E. Arnold, Jr., by deed of Newport Land Company, LLC, dated 7-12-07 recorded in Record Book 447 page 764 ROHC.

TO HAVE AND TO HOLD said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging, unto the said **JOHN MACK WILBANKS** and wife, **PAMELA WILBANKS**, their heirs and assigns forever, in fee simple.

And I do COVENANT with the said, **JOHN MACK WILBANKS** and wife, **PAMELA WILBANKS**, that I am 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 taxes for the current year which shall be prorated between the parties as of date of the execution of this instrument and by, 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

HARDIN COUNTY ASSESSOR # 1547
MAP 137b GP I/37JPL 8.00
COMM RES X FARM V.I. BY:
SPLIT

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 its 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.

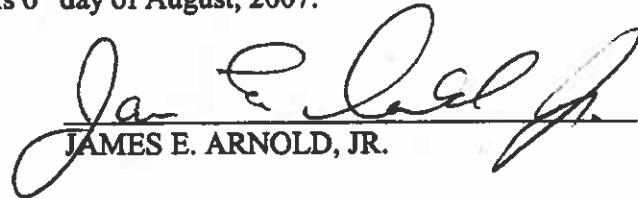
19. Vegetable gardening shall be allowed only if properly screened from view.

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. Montana Land Company, L.L.C. may appoint such other people to serve on the Committee as Developer, in its sole discretion, deems advisable. Said committee shall have full authority to approve all building plans, including front elevation, set backs as shown on the recorded plat, drive entrance locations, fences, and any out buildings.

22. No dwelling shall be permitted unless the ground floor area of a single story structure, exclusive or porches or garages, shall be not less than 1750 square feet, and in the construction of

WITNESS our hands this 6th day of August, 2007.


JAMES E. ARNOLD, JR.

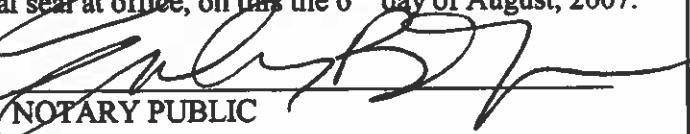

TERESA ARNOLD

STATE OF TENNESSEE
COUNTY OF HARDIN

Personally appeared before me, the undersigned Notary Public in and for said State and County, JAMES E. ARNOLD, JR., and wife, TERESA ARNOLD, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

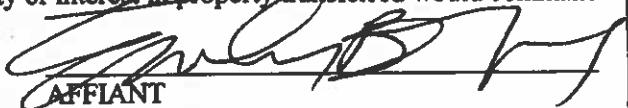
Witness my hand and official seal at office, on this the 6th day of August, 2007.

My Commission Expires: 10/12/07


NOTARY PUBLIC

STATE OF TENNESSEE, COUNTY OF HARDIN

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 \$ 78,500, 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.


AFFIANT

Subscribed and sworn to before me on this the 6 day of 8, 2007.

My Commission Expires: 6-6-2011


NOTARY PUBLIC

TITLE INSURANCE NOTICE

Pursuant to T.C.A. 56-35-133 notice is hereby given that an owner's title insurance policy in your favor for the amount of your purchase price (or for the amount of your purchase price of the property herein conveyed plus the cost of any improvements which you anticipate making) may be purchased that such policy will AFFORD TITLE INSURANCE PROTECTION TO YOU IN THE EVENT OF A DEFECT OR CLAIM OF DEFECT IN TITLE TO THE REAL ESTATE WHICH YOU ARE ACQUIRING (SUCH AS UNPAID BILLS FOR LABOR AND MATERIAL, FORGERY, MISSING HEIRS OR TAX LIENS), and that T.C.A. 56-35-133 requires that you sign the statement below indicating whether or not you wish to purchase this protection.

This is to certify that I (we) have received the foregoing notice but do not wish to purchase an owner's title insurance policy for our protection.

I (we) want to purchase title insurance for the property herein conveyed and agree to pay the attorney fees and insurance premium required for the same.

We acknowledge that unless otherwise agreed in writing, Ross & Barlow, Attorneys, shall have no responsibility to us for the status of the title to the real estate which we are acquiring.

Dated 8/7/07, 2007

John Mack Wilbanks

Pamela Wilbanks

SEND TAX NOTICES TO:

John Mack Wilbanks and wife, Pamela Wilbanks
1435 Old State Road #57
Counce TN 38326

Julie Gail	Adkisson, Register
Hardin	County Tennessee
65317	Instrument #: 725560
25.00	Recorded
290.45	8/7/2007 at 2:04 PM
1.00	in Record Book
2.00	44-370-4674
318.45	

Rec'd: State: Clerk: EDP: Total: