

Walker Auction & Realty LLC

Sellers: Travenia Holden Administratrix of the Dorothy O'Malley Hicks Estate
702 Bay Court Old Hickory, TN

COURT CASE #2022 PR 396 of the Probate Court of Wilson County **TERMS, CONDITIONS, AND ANNOUNCEMENTS**

AGENCY DISCLOSURE: WALKER AUCTION & REALTY LLC represents the sellers of this property.

ATTORNEY: Rochelle, McCulloch & Aulds Attorney's performed the title search for the property and will be the closing agency. 109 N. Castle Heights Lebanon, TN. Matthew Ryan 615-444-1433

TERMS: Cash at Closing. *(Buyer's may use financing; however, this sale is not contingent on financing, appraisals, or inspections that might be required by a lender and must be closed by the stated closing date)*

SALE DATE TERMS: 10% down non-refundable deposit of the contract purchase price, and sign the purchase contract and other documents today, balance due at closing.

TITLE: Seller will furnish a Deed as well as Title of Opinion Letter. Buyer will have the option of purchasing, at Buyers expense, title insurance. Title of Opinion letter was issued to Walker Auction & Realty LLC.

TAXES: 2023 property taxes are paid. 2024 property taxes are \$2,122 and will be prorated at closing.

CLOSING: Will be held as soon as deeds are prepared, executed, and ready for delivery. **Closing will be no later than July 8th, 2024.**

POSSESSION: Date of Deed

PROPERTY IS SELLING SUBJECT TO:

1. Legal description being known and designated as all of Lot No. 56, Plan of Harbor View Subdivision, section 2 of record in Plat Book 15, Page 121 in the Registers Office of Wilson County, Tennessee. This property is commonly known as 702 Bay Court Old Hickory, TN.
2. **The sale is subject to court approval.**
3. Subject to all matters shown on plat of record in Plat Book 15 page 121 and any restrictive covenants.
4. All prospective bidders must have a valid ID, and if not established with the auction company, proof of funds, or a bank letter of approval and register to obtain a bid number and obtain information. You will need to have a bid number to bid today.
5. Square footage was taken from the tax map and is estimated. Buyer to satisfy self.
6. All governmental rules, regulations, public utility and private easements, encroachments, rights-of-ways, restrictions, zoning, planning ordinances, and health department regulations that may affect the premises, if any, shown of record, as well as those found upon inspection of the premises.
7. All real estate, land, buildings, and improvements are being sold and purchased "AS-IS" without any warranties or guarantees, and representations as to fitness, use, habitability, merchantability, condition, age, shape, size, quality, quantity, environmental impact, conditions or hazards, condition of wells or subsurface conditions being expressed by sellers or their agents.
8. All Wilson County Health Department rules and regulations. The property is on a septic system and the water has been cut off for about a year. The only environmental records found are from the 1970's.
9. **LEAD BASE PAINT and MOLD DISCLOSURE:** This home may have been built prior to, or about 1978 and may contain lead-based paint and or mold, buyer to sign waiver today upon signing contract.
10. Anyone in attendance of today's sale is permitted to bid.
11. All printed and verbal announcements made sale date. Sale day announcements take precedence!
12. Auctioneers reserve the right to settle any disputes or misunderstandings regarding the bidding. The Seller, Auctioneer, and Auction Firm will not be responsible for any buyer misunderstandings of these terms and conditions or auction process. If you don't understand the terms and conditions or auction process, ask questions to ensure you understand prior to bidding.
13. **No purchase shall be contingent on financing or any other Buyer contingencies.**

THESE TERMS, CONDITIONS, AND ANNOUNCEMENTS TAKE PRECEDENCE OVER ANY OTHER ADVERTISING IN CIRCULARS, PAPER, ETC. ALL ABOVE INFORMATION BELIEVED TO BE CORRECT, HOWEVER, NOT WARRANTED OR GUARANTEED.

WALKER AUCTION & REALTY LLC

MIKE WALKER Auctioneer #2361

*Buyer's Signature and Acceptance of Terms and Conditions _____

1. I hereby certify that the above have been verified in accordance with the provisions of the Act of March 10, 1909, and that the same have been recorded with the proper authorities in the office of the Register of Deeds for the County of Williamson, Tennessee, in the name of the applicant, and that the same are correct and true to the original plat.

2. I hereby certify that the subdivision plat shown herein has been found to comply with the provisions of the Act of March 10, 1909, and that the same are correct and true to the original plat, and that it has been approved for filing in the office of the Register of Deeds for the County of Williamson, Tennessee, in the name of the applicant, and that the same are correct and true to the original plat.

3. I hereby certify that the plan shown and described herein is a true and correct copy of the original plat on file in the office of the Register of Deeds for the County of Williamson, Tennessee, in the name of the applicant, and that the same are correct and true to the original plat.

4. I hereby certify that the plan shown and described herein is a true and correct copy of the original plat on file in the office of the Register of Deeds for the County of Williamson, Tennessee, in the name of the applicant, and that the same are correct and true to the original plat.

5. I hereby certify that the plan shown and described herein is a true and correct copy of the original plat on file in the office of the Register of Deeds for the County of Williamson, Tennessee, in the name of the applicant, and that the same are correct and true to the original plat.

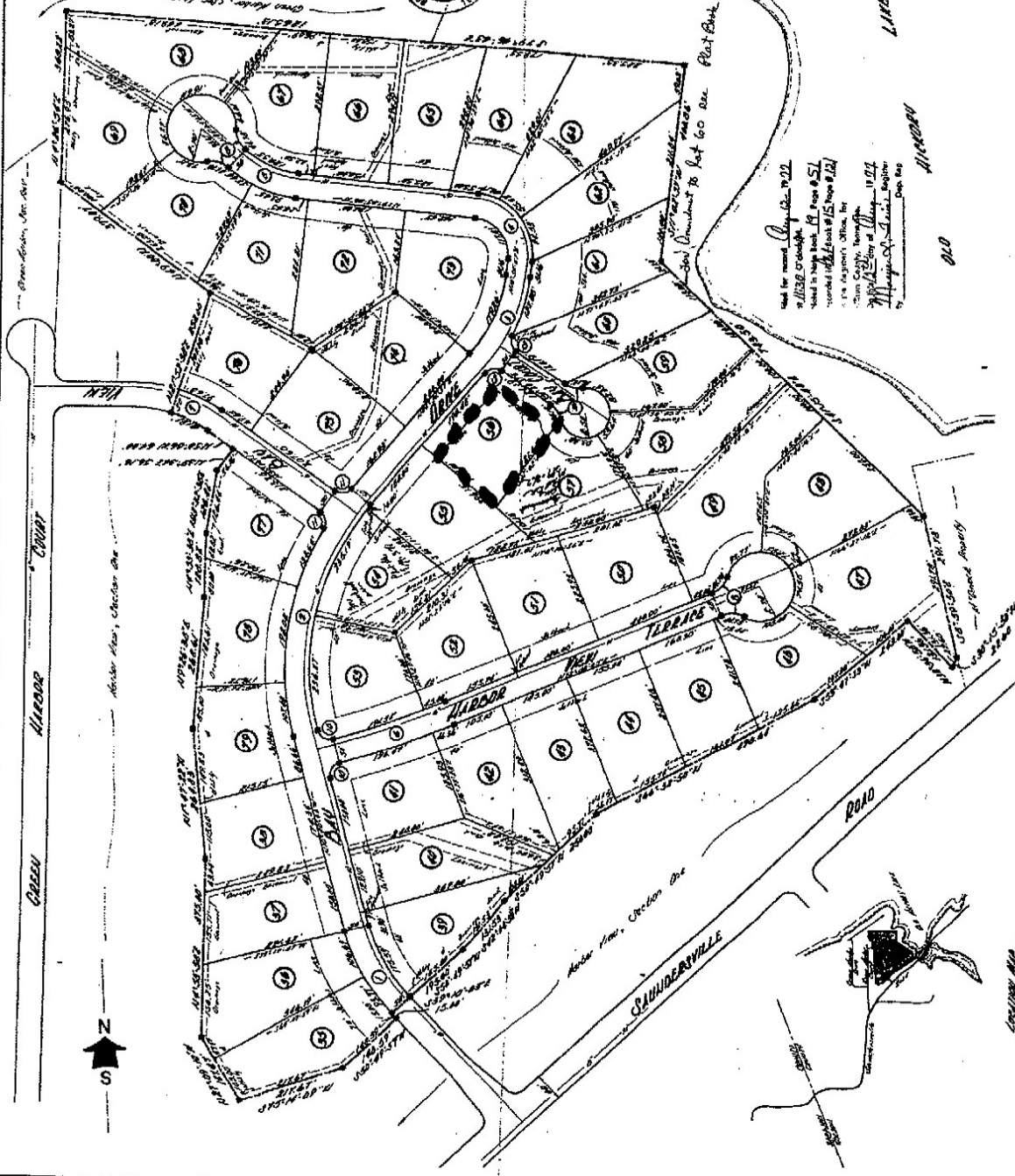
No.	Acres	Original Plat No.	Original Plat Date
1	1.00	1000	10/10/10
2	1.00	1000	10/10/10
3	1.00	1000	10/10/10
4	1.00	1000	10/10/10
5	1.00	1000	10/10/10
6	1.00	1000	10/10/10
7	1.00	1000	10/10/10
8	1.00	1000	10/10/10
9	1.00	1000	10/10/10
10	1.00	1000	10/10/10
11	1.00	1000	10/10/10
12	1.00	1000	10/10/10
13	1.00	1000	10/10/10
14	1.00	1000	10/10/10
15	1.00	1000	10/10/10
16	1.00	1000	10/10/10
17	1.00	1000	10/10/10
18	1.00	1000	10/10/10
19	1.00	1000	10/10/10
20	1.00	1000	10/10/10
21	1.00	1000	10/10/10
22	1.00	1000	10/10/10
23	1.00	1000	10/10/10
24	1.00	1000	10/10/10
25	1.00	1000	10/10/10
26	1.00	1000	10/10/10
27	1.00	1000	10/10/10
28	1.00	1000	10/10/10
29	1.00	1000	10/10/10
30	1.00	1000	10/10/10
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93	1.00	1000	10/10/10
94	1.00	1000	10/10/10
95	1.00	1000	10/10/10
96	1.00	1000	10/10/10
97	1.00	1000	10/10/10
98	1.00	1000	10/10/10
99	1.00	1000	10/10/10
100	1.00	1000	10/10/10

51.46 Acres
 1000
 10/10/10

51.46 Acres
 1000
 10/10/10

1000
 10/10/10

1000
 10/10/10



1000
 10/10/10

1000
 10/10/10

1000
 10/10/10

1000
 10/10/10

HARBOR VIEW SUBDIVISION, SECTION TWO

RESTRICTIVE COVENANTS

PART A. PREAMBLE

WHEREAS, the undersigned, Turner Land Development Corporation, is the owner of a tract of land identified as Harbor View Subdivision, Section Two situated in the 1st Civil District of Wilson County, Tennessee, a plan of which is of record in Plat Book 15 page 121 Registrar's Office of Wilson County, Tennessee, to which reference is here made, and does declare and promulgate the following restrictive covenants, which shall be covenants running with the land and shall be binding upon the undersigned, their successors and assigns, including but not limited to persons in possession of any part or parts of said land as tenants or otherwise, for a period of twenty years from even date, unless changed or amended as hereinafter provided.

PART B. AREA OF APPLICATION

The Restrictive Covenants in their entirety shall apply to Section Two of Harbor View Subdivision.

PART C. RESIDENTIAL AREA COVENANTS

C-1. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed three stories in height and a private garage or carport for not less than two cars.

C-2. Architectural Control. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot without the approval of the Architectural Control Committee.

C-3. Dwelling Size. All residences must have a minimum of 1600 sq. ft. with attached two-car garage or carport; a minimum of 1800 sq. ft. for split level or split foyer residences with two-car garage or carport; a minimum of 1700 sq. ft. on main floor of basement residences; a minimum of 1900 sq. ft. for 1½ story residences with two-car garage or carport; and a minimum of 2000 sq. ft. for 2-story residences with two-car garage or carport. All exterior wall materials above foundation must be approved by the Architectural Control Committee. No exposed concrete block of foundation.

C-4. Building Location. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. No building shall be located nearer than 30 feet to a rear lot line. No building shall be located nearer than 20 feet to a side lot line.

C-5. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

C-6. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No automobiles shall be placed on any lot for repair or mechanical alteration and each automobile shall bear current year registration.

C-7. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

C-8. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

C-9. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not bred, kept or maintained for any commercial purpose.

C-10. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

PART D. ARCHITECTURAL CONTROL COMMITTEE

D-1. Membership. The Architectural Control Committee is composed of:

Turner Land Development Corporation
4730 Lebanon Road
Hermitage, Tennessee 37076

Joel Throneberry
Harbor Island
Old Hickory, Tennessee 37138

Frank Batson
Creekwood Drive
Route 4
Mt. Juliet, Tennessee 37122

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to the covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

PART E. GENERAL PROVISIONS

E-1. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

E-2. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

E-3. Driveways. Driveways on the lots fronting on Saundersville Road shall be located as shown on plan of record.

E-4. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Turner Land Development Corporation having caused its name to be signed hereto by its duly authorized officer on this the 11th day of August, 1977.

TURNER LAND DEVELOPMENT CORPORATION

BY: Charles H. Turner, Pres.
Charles H. Turner, President

Mrs. Charles H. Turner, Sec.
Mrs. Charles H. Turner, Secretary

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, WINDLE A. WEBSTER a Notary Public in and for the State and County, aforesaid, personally appeared Charles H. Turner and Mrs. Charles H. Turner, with whom I am personally acquainted and who upon their several oaths acknowledged themselves to be the President and Secretary respectively of the Turner Land Development Corporation, the within named bargainor, a corporation, and that they as such President and Secretary, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said Charles H. Turner as such President and attesting the same by the said Mrs. Charles H. Turner as such Secretary.

Witness my hand and official seal at office at Nashville, Tennessee, on this the 11th day of August, 1977.

Windle A. Webster
Notary Public
DAVIDSON COUNTY, TENNESSEE

My commission expires:

9-7-80

read for record

Aug 12, 1977
at 11:35 O'clock A.M.

Noted in Note Book 19 Page 251

Recorded in T.D. Book # 413 Page # 283

at the Registrar's Office, for

Davidson County, Tennessee.

12th Aug. 1977

Marge R. Truesdell Registrar