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Phillip R. Sykes, Attorney at Law  
1152 College Street  
Clarksville, TN. 37040

Connie E. Gunnett, Register  
Montgomery County Tennessee  
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R.A. GOAD, et al.,

TO: DEED OF DEDICATION AND RESTRICTIONS

BELLSHIRE SUBDIVISION SECTION E

THIS DEED OF DEDICATION AND RESTRICTIONS, executed as of the 11 day of March, 2020 at Clarksville, in the County of Montgomery, State of Tennessee, by R.A. Goad; Cindy Goad Adams; Melissa Goad Tennant; Linda G. Cunningham; (hereinafter called "Grantors"),

**WITNESSETH:**

That the Grantors herein are the owners of certain real estate situated in the Eleventh (11<sup>th</sup>) Civil District of Montgomery County, Tennessee, being a portion of the realty conveyed to Grantors by deed of record in ORBV 577, Page 673, ROMCT, and Grantors have subdivided a portion of such realty into Lots according to a Plat Book K, Page 9, designated such subdivision as Bellshire, Section E, to which reference is made;

That it is the intention and desire of the Grantors to dedicate the streets and drives as shown on the plat of said Bellshire, Section E, to the City of Clarksville, Tennessee, to be used as streets or drives for public benefit, and also to place certain restrictions upon the numbered Lots shown on said Plat;

That for the purpose of carrying out the desires of the Grantors and for the mutual benefit of the present and future owners of the lots in said subdivision, Grantors do hereby dedicate to the City of Clarksville, Tennessee, for street, road and highway purposes, the streets and/or drives shown on the plat of Bellshire, Section E, and;

That the Grantors do hereby place the following reservations, restrictions, and limitations upon the numbered Lots shown on the plat of said Bellshire, Section E, as shown by Plat of record in Plat Book K, Page 9, in the Register's Office for Montgomery County, Tennessee.

1. All lots in said subdivision shall be used for residential purposes only and only one single family dwelling shall be built on any lot.
2. In conjunction with every residential building, there shall be installed such sewage disposal system as shall meet to requirements of the City of Clarksville.
3. No building shall be located nearer to the front lot line or nearer to the side street line than the building setback line shown on the recorded plat. It is understood and agreed

that open porches, steps, terraces, etc. may extend over the building setback line and that any measurement to determine compliance shall be taken from the main walls of the house to the front side line of the lot on which the house is located. The area on each lot within the setback area from the drives and streets shall be used for normal landscaping purposes, and it shall not be permissible to place or erect any type of structure, pens, pet enclosures, or vegetable gardens within the setback area fronting on streets or drives.

4. No parking shall be allowed on the City street on a daily basis.
5. No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
6. No trailer, basement, tent, shack, garage, barn or other outbuildings erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.
7. No structure shall be moved on to any lot unless it shall conform to and be in harmony with existing structures on the lot and shall conform to the requirements of these restrictions.
8. The living area of any single family residence, exclusive of open porches, garages, terraces, etc., shall be not less than 1,300 square feet. Provided, however, in the case of a split level, split foyer or two story dwellings, the main floor area of any such residence shall not be less than 1,000 square feet of living area and the total shall not be less than 2,000 square feet of living space. For the purpose of this restriction, the term "main floor" shall be defined as the floor level upon which the entrance and/or foyer and living room is located.
9. All foundation blocks shall be covered with stone, brick or other suitable material which conforms to the exterior covering of the residence. Stucco will not be allowed on foundation blocks unless the exterior of the residence is predominately stucco. The exterior of any residence shall be predominately either brick, stone, western cedar, redwood, Cyprus, weatherboard, vinyl or other comparable siding material. No asbestos or Masonite siding may be used.
10. A perpetual easement is reserved, as shown on said plan of said subdivision of record in Plat Book K, Page 9, in the Register's Office for Montgomery County, Tennessee, for utility installation and maintenance such as electric lines, gas and water mains, sewers and/or other drainage, etc.
11. Any residence Developed on any lot shall, at all times, have at least a two-car garage, and all detached garages shall be located at least twenty (20) feet back of the rear wall of the residence. However, nothing in this paragraph shall preclude building an attached garage if located within the bounds of the setback lines of said recorded plat.
12. Should the topography of the ground be such that it becomes impractical to comply with the setback lines as shown on the recorded plat, such restriction shall not be considered violated unless the improvement is set over the setback line more than five (5) feet.

13. Any satellite dish or any type television or radio reception type antenna located on the ground area of any of the lots shall be located to the rear of the residence and shall be no closer than 20 feet from the rear yard line or side line of any lot. Any art work, statues, sculptures, or other items situated closer to the road or street, or in front of the principal residence of each lot shall be removed upon written request signed by a majority of the owners of the lots situated within the subdivision. The purpose of this provision is to preclude any owner from maintaining, within the front yard of this residence, any structure deemed to be offensive to the majority of the owners of the lots within the subdivision.
14. No chain link or wire type fence of any nature or kind shall be erected upon any lot.
15. No animals including livestock, poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats and other household pets may be kept, provided they are not kept bred or maintained for any commercial purpose and provided further, that not more than two (2) such household pets shall be kept or maintained by any one (1) family on any one (1) of said lots.
16. No signs of any advertising nature shall be permitted on any lot or building, however, signs may be erected by the parties hereto, or their agents, and maintained during the development in sale of said subdivision, provided, further, lots offered for sale by individual owners, claiming through the parties here to, may be advertised by the erection of one (1) small sign per lot placed thereon by the said owner or his agent or broker.
17. It shall be obligatory upon all owners of the lots in this subdivision to consult with a member or proper representative of the city of Clarksville Street Department before driveways, culverts or other structure or gratings are permitted or constructed within the limits of any dedicated roadway, and such placement or construction shall be done in accordance with the requirements of said City of Clarksville Street Department, in order that the roads or streets, which would be affected by such placements or construction may not be disqualified by the City of Clarksville for acceptance into the public road system.
18. Any swimming pool placed upon or constructed upon any lot must be located to the rear of the residence of such lot and if same exceeds eight (8) feet in diameter, such pool must be placed underground.
19. No motor homes, buses, campers or boats shall be parked on any lot for use thereon. Any such motor homes, campers, buses or boats owned by various property owners shall be parked at the rear of the residence or said lot in order to allow the minimum visibility of said items from the street or streets bordering the lot on which said items are parked.
20. All driveways shall be concrete. All driveways must be 18 feet wide and must run from the street to at least the front of the residence.
21. Any non running vehicle or automobile must be removed from any street or lot in the subdivision within forty-eight (48) hours.

22. Any detached garage or other accessory building shall not exceed two (2) stories in height. Said building shall be to the rear of the lot, in accordance with local building and zoning regulations, and in no case closer than the house is to any street. Said garage and accessory building shall be erected as one (1) building and no garage shall contain room for more than two (2) cars. Any accessory building must be of a permanent type and shall be "stick built" on site in a design and material as would be compatible with the main residence. The roof of any accessory building shall have a gabled or hip style, with a roof pitch that is not less than that of the main residence. Any shingles, siding, windows, doors, and/or other trim shall match that of the main residence. Only one (1) pre-fabricated or pre-built garage storage or other accessory building is permitted per lot. Said pre-fabricated or pre-built garage shall match the house color and roof pitch and shall be located to the rear of the house. No accessory building shall be built on a lot prior to substantial completion of the main residence.
23. All trash and other debris shall be stored in receptacles, which shall be suitably screened to conceal the same from view of neighboring lots.
24. Outside clothes lines and clothes hanging devices shall not be permitted.
25. There shall be no outdoor television antennas allowed after such time as cable television receiving services are available within the area. There shall never be any television antennas attached to the roof of any structure. Satellite dishes shall not exceed twenty-four (24) inches in diameter, not be visible from the public road and be as close to the rear of the residence as possible.
26. There shall be no lawn ornaments of any kind, including but not limited to artwork, statues, sculptures or other ornaments on the front or side of any lot, except the approved mailbox. Any such artwork, statues, sculptures or other ornaments shall be removed upon written demand of the Developer.
27. These covenants shall run with the land and shall be binding upon all parties and persons claiming through or under Grantors for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of then (10) years, said protective covenants and restrictions may be changed in whole or in part by a three-fourths (3/4) majority vote of the owners (expressly including developer) of the lots in said subdivision, each owner having one vote per lot owned. These protective covenants and restrictions may be changed in whole or in part, at any time, without the consent of other owners, by the Developer, so long as the Developer owns at least one (1) lot. If the owners of any lot or combination of lots, their heirs or assigns, shall violate any of the covenants or restrictions set out herein, it shall be lawful for any other person or persons owning any other lot or lots in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate such covenants or restrictions and either to prevent him or them from so doing or to recover damages for such violations. The prevailing party shall be entitled to an award of attorney fees as additional damages.
28. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the provisions which shall remain in full force and effect.

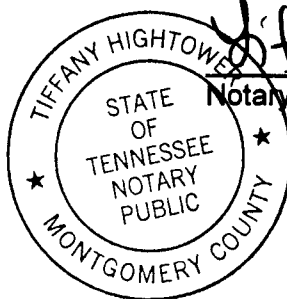
IN WITNESS WHEREOF, this instrument has been duly executed by the undersigned on this 11 day of March, 2020.

By: Cindy Goad Adams By: R. A. Goad  
Cindy Goad Adams R.A. Goad by Cindy Goad Adams  
as Attorney in Fact  
By: Linda G. Cunningham By: Melissa Goad Tennant  
Linda G. Cunningham by Cindy Goad Adams, as Attorney in Fact  
Melissa Goad Tennant by Cindy G. Adams, as Attorney in Fact

STATE OF TENNESSEE  
COUNTY OF MONTGOMERY

Personally appeared before me, the undersigned Notary Public in and for the State and County aforesaid, **CINDY GOAD ADAMS**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained, and who further acknowledged that she is, pursuant to Power of Attorney of record in ORBV 574, Page 529, ROMCT, the **Attorney-in-Fact** of **R. A. GOAD** (herein called the "**Maker**"), or a constituent of the **Maker** and is authorized by the **Maker** or by its constituent, the constituent being authorized by the **Maker**, to execute this instrument as the free act and deed of the **Maker** on this 11 day of March, 2020.

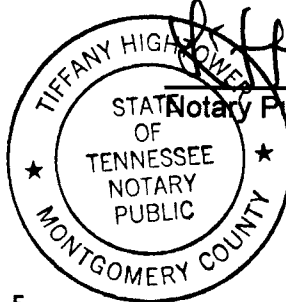
9-13-2022  
My Commission Expires:



STATE OF TENNESSEE  
COUNTY OF MONTGOMERY

Personally appeared before me, the undersigned Notary Public in and for the State and County aforesaid, **CINDY GOAD ADAMS**, with whom I am personally acquainted, and who acknowledged the execution of the within instrument for the purpose therein contained on this 11 day of March, 2020.

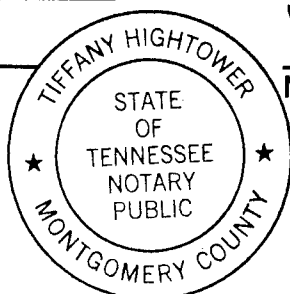
9-13-2022  
My Commission Expires:



STATE OF TENNESSEE  
COUNTY OF MONTGOMERY

Personally appeared before me, the undersigned Notary Public in and for the State and County aforesaid, **CINDY G. ADAMS**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained, and who further acknowledged that she is, pursuant to Power of Attorney of record in ORBV 1466, Page 2518, ROMCT, the **Attorney-in-Fact** of **MELISSA GOAD TENNANT** (herein called the "**Maker**"), or a constituent of the **Maker** and is authorized by the **Maker** or by its constituent, the constituent being authorized by the **Maker**, to execute this instrument as the free act and deed of the **Maker** on this 11 day of March, 2020.

9-13-2022  
My Commission Expires:

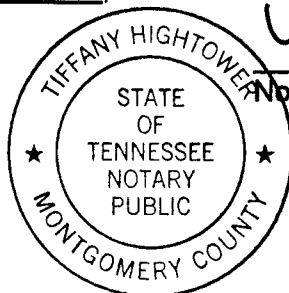


Tiffany Hightower  
Notary Public

STATE OF TENNESSEE  
COUNTY OF MONTGOMERY

Personally appeared before me, the undersigned Notary Public in and for the State and County aforesaid, **CINDY G. ADAMS**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that she is, pursuant to Power of Attorney of record in ORBV 1507, Page 164, ROMCT, the **Attorney-in-Fact** of **LINDA G. CUNNINGHAM** (herein called the "**Maker**"), or a constituent of the **Maker** and is authorized by the **Maker** or by its constituent, the constituent being authorized by the **Maker**, to execute this instrument as the free act and deed of the **Maker** on this 11 day of March, 2020.

9-13-2022  
My Commission Expires:



Tiffany Hightower  
Notary Public