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This Instrument Prepared By:
Mitchell, Ross, Rocconi & McMillan, PLLC
Larry A. Rocconi, Jr., Attorney
308 South Second Street
Clarksville, Tennessee 37040
(931) 552-1480

**RESTRICTIVE COVENANTS AND
HOMEOWNERS ASSOCIATION BY-LAWS APPLYING TO
SUMMERFIELD, SECTION 2E (CLUSTER), PHASE 2
A Cluster Subdivision**

THIS DECLARATIONS OF RESTRICTIONS AND DEDICATION, executed as of the 13th day of May, 2024, by HOLLY POINT, LLC, a Tennessee Limited Liability Company ("Developer" or "Declarant"),

WITNESSETH:

That the Developer herein is the owner of certain real estate situated in Montgomery County, Tennessee, being a portion of the property conveyed to Developer by deed of record in Volume 1677, Page 266, Register's Office for Montgomery County, Tennessee ("ROMCT"), and the Developer has subdivided such realty according to a plat of SUMMERFIELD, SECTION 2E (CLUSTER), PHASE 2, a Cluster Subdivision, as shown by plat of record in Plat Book 0, Page 73, of the Register's Office for Montgomery County, Tennessee (the "subdivision").

That it is the intention of the Developer, as the owner of said real estate, to dedicate the streets and drives on such plat to the City of Clarksville/County of Montgomery and/or State of Tennessee, to be used as streets and drives and to establish utility and drain easements as shown on the said plat, and also to place certain restrictions on each of the numbered lots shown on such plat.

NOW THEREFORE, for valuable consideration, the receipt of which is acknowledged, and for the purpose of carrying out the desires of the Developer, and for the mutual benefit of the present and future owners of the lots in said subdivision, the Developer does hereby dedicate to the County of Montgomery, for street purposes, the streets and drives shown on said plat, and

The Developer does hereby place the following reservations, restrictions, conditions and limitations on the numbered lots shown on such plat, which shall be binding on all present and future owners of such lots, and shall be deemed covenants running with the land, to-wit:

1. All lots as shown on said Plat, shall be utilized for single family residential purposes only, and only one single family residential unit shall be designed, constructed, maintained, or utilized on any such lot. No structure shall be designed, constructed,

maintained or utilized upon any of said lots in the nature of a commercial or business house, apartment house, duplex, apartment or institution.

2. There has been formed with the subdivision the Summerfield of Clarksville Homeowner's Association Incorporated ("the Association."). The Association if not already formed, shall be formed as of the first occupancy of any lot in the subdivision; dues shall be due and payable upon first lot occupancy. The Association shall be governed according to the By-Laws as recited on Exhibit A of Restrictive Covenants *et seq* in ORBV 2300, Page 2609, Register's Office for Montgomery County, Tennessee, which By-Laws are incorporated here by reference and additionally as follows:

a. Every Lot Owner who is subject to assessment by the Association as hereinafter provided shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment. When any Lot is owned of record in joint tenancy, tenancy in common, tenancy by the entirety, or by some other legal entity, their membership as to such Lot shall be joint and the rights of such membership (including the voting power arising therefrom) shall be exercised as specified herein. A corporate member's vote shall be cast by the president of the member corporation or by any other officer or proxy appointed by the president or designated by the Board of Directors of such corporation. When two or more persons hold an interest in any Lot as owners thereof, all such persons shall be members. The vote for such Lot shall be exercised by one of such persons as proxy or nominee for all persons holding an interest as owners in the Lot and in no event shall more than one vote be cast with respect to any Lot, except as provided herein, with respect to Developer. If joint owners are unable to specify by their majority vote how their vote shall be cast, then no vote shall be cast with respect to such Lot.

b. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Lot Owners, with the exception of the Developer or its assignees as hereinafter provided and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Developer and any assignee of the Developer to whom such rights have been assigned in writing. The Class B member shall be entitled to twenty (20) votes for each Lot owned. For voting purposes, any and all Lots shown on the Master Plan (defined as the current section, future sections and all possible sections of Summerfield subdivision) but not yet platted shall also be counted as Lots owned by the Developer or its assignee and the Owner of any such unplatted Lots shall be entitled to ten (10) votes for each Lot owned prior to the termination of the Class B Membership and one vote for each unplatted Lot thereafter.

c. The Class B memberships shall continue until the earlier of (i) one year after one hundred percent (100%) of the total Lots shown on the Master Plan have been sold by the Developer, (ii) twenty (20) years from the latter of the date hereof or the date of the last supplement to this Declaration, or (iii). the Developer's election by notice to the Association to relinquish such additional voting rights (hereinafter referred to as the "Transfer of Control") after which time the Class B membership interest shall terminate and Developer shall have only one vote for each Lot that it owns.

d. The first regular annual meeting of the Members may be held, subject to the terms hereof, on any date, at the option of the Board of Directors; provided, however, that the first meeting may (if necessary to comply with Federal Regulations) be held no later than the earlier of the following events: (a) four months after all of the Lots have been sold by the Developer, or (b) twenty (20) years following conveyance of the first Lot by the Developer.

e. By acceptance of a deed to a Lot, any purchaser of a Lot shall be deemed to have accepted and approved the entire plans for the SUMMERFIELD, SECTION 2E (CLUSTER), PHASE 2, and all improvements constructed by that date, including, without limitation, the utilities, drains, roads, sewers, landscaping, Common Area amenities, and all other improvements as designated on the plat and as may be supplemented by additional plats upon completion of development of any portion of the Subdivision. Such purchaser agrees that all improvements constructed after the date of purchase consistent with such plans, and at the same quality of then existing improvements, shall be accepted.

f. All Lot Owners by acceptance of a deed for any Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (3) any other amounts properly assessed against a Lot Owner by the Association, including fines, late fees or any other amounts. The annual and special assessments and any other amounts properly charged to a Lot Owner by the Association, together with interest, costs and reasonable attorney's fees as hereinafter provided, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each assessment is made from the date when due until the same is paid in full or otherwise discharged. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who as the Lot Owner at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title of said person unless expressly assumed by them.

g. The assessments levied by the Association shall be used to promote the beautification, recreation, health, safety and welfare of the Lot Owners, to provide for the maintenance of the Common Area, entrance, and street lights, to pay the fees of any management agent the Association may employ to manage the affairs of the Association, and to pay other reasonable and necessary expenses of the Association including the repayment of any loans or advances from the Developer and for the care, maintenance,

beautification, upkeep, and improvements to common areas and privately owned lots, in the Board or Management Company's discretion. An adequate reserve fund for the maintenance, repair and replacement of items maintained by the Association pursuant to this section shall be established and funded by regular monthly payments. Assessments are defined to include, but not being limited to, garbage removal and Common Area upkeep. Assessments may be charged on a monthly, bi-monthly, quarterly, or annual basis. Special assessments may be called from time to time and shall be due when assessed.

h. Each Owner of a completed residence in the subdivision shall pay a transfer fee to the managing agent, to be set by the managing agent and approved by the Developer, and a working capital fee to the Association, the amount of which will be set by the Developer at the closing of the sale of the completed residence to such owner. Said transfer fee shall be payable at the closing of the original sale of a completed residence and any subsequent resale thereof. The amounts paid to the working capital fund by each Owner upon the closing of the sale of the completed residence to such Owner shall not be considered, as advance payment of regular assessments. The working capital fund shall be held and disbursed for the following purposes in the order of priority:

(i) To fund costs of maintenance of the Common Areas and administration of the Association that cannot be defrayed by assessments;

(ii) To reimburse the Developer for all amounts loaned by Developer to the Association to fund any operating deficits; and

(iii) To assure that the Association will have cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable by the Board of Directors.

i. Both annual and special assessments must be fixed at a uniform rate on all Lots and may be collected on a monthly basis, subject to subsection j, herein.

j. The annual assessments provided for herein shall commence as to Lots not owned by the Developer on the closing date of the transfer of the Lot from the Builder to the Homeowner. As to Lots owned by the Developer, the annual assessments shall commence as to each Lot upon conveyance of such Lot by Developer except for a transfer in which Developer is transferring its rights as Developer. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Lot Owner subject thereto. The assessment shall be paid monthly on the first day of each month by every Lot Owner or in such installments as shall be determined by the Board of Directors of the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the

Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. ***Notwithstanding anything to the contrary contained herein, assessments shall not commence as to any Lots owned by a Builder until the earlier of (i) one year following the closing date for the purchase of said Lot by Builder from Developer or (ii) the date of receipt of a certificate of occupancy for a single-family residence on the Lot.***

k. Any assessment not paid by the tenth (10th) day of the month in which it is due shall be subject to a late charge in an amount established by the Board of Directors of the Association and shall bear interest from the due date at the maximum rate allowed by applicable law. The Association may bring an action at law against the Lot Owner personally obligated to pay the same, or foreclose the lien against the Lot, and there shall be added to the amount of such assessment all collection costs, including reasonable attorney's fees, and the costs of bringing such action or foreclosure. No Lot Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

l. The lien of the assessments on any Lot provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed on the Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments, thereafter becoming due or form the lien thereof.

m. Merger. The Homeowners Association for each and every section of Summerfield Subdivision, shall be merged together to provide for one (1) Homeowners Association known as Summerfield of Clarksville Homeowners Association, Inc. to govern all lots in all sections of Summerfield Subdivision. Said Homeowners Association By-Laws as referenced in this Section are hereby ratified, confirmed and adopted for the governance of SUMMERFIELD, SECTION 2E (CLUSTER), PHASE 2 and said SUMMERFIELD, SECTION 2E (CLUSTER), PHASE 2 is hereby submitted to incorporated thereto.

3. No structure designed or utilized for human habitation shall be erected, moved upon or maintained upon any lot as shown on said plat that does not have the following minimum ling area, exclusive of basements, garages, carports, porches, breezeways, terraces, etc.:

- a. A one-story structure shall have a minimum of 1,100 square feet of living area.
- b. The minimum of square footage of the main floor area on any one and one half (1½), two (2) or more story structure (exclusive of open porches, garages, terraces, etc.) erected, moved upon or maintained on any one of the said lots

shall not be less than 600 square feet and a total finished area of not less than 1,200 square feet in the entire residence.

c. The required square footage shall be ascertained, in each instance, by measuring from the outside of each exterior wall.

d. Each dwelling shall have at least a two (2) car garage.

4. The front elevation of each dwelling structure erected, moved upon or maintained on any lot in said development shall have masonry foundations which shall be faced with a minimum of twenty five percent (25%) brick or stone above finished grade. The front only of the foundation shall be brick or stone to grade, with the exception of corner lots, in which case any elevation visible from the street shall be brick or stone to grade.

5. At no time can the garage of a residence be converted into living area.

6. In the event mailboxes are placed upon a lot, all mailboxes must be of the same layout and design and shall be approved and purchased from Developer. In the event of centralized mail delivery service, mailboxes shall not be required to be placed up on a lot. The Homeowners Association shall be responsible for the care, upkeep and maintenance of the centralized mail delivery service boxes and surrounding area.

7. Sidewalks shall be four feet wide as per city codes. If any sidewalk is ever reconstructed, it shall be placed and erected as the original sidewalk. Builder shall complete construction of sidewalk within one (1) year of conveyance of the lot from the Developer, regardless of the status of any other construction on the lot.

8. No driveway or driveway culvert shall be constructed on any lot by any person without consultation with the City of Clarksville Street Department and/or the Montgomery County Highway Department, and all such driveways, culverts and cuts shall have such City and/or County approval prior to construction of same.

9. No structure or any part thereof shall be erected, moved upon or maintained nearer to the front lot line, the side lines and the rear lot line than the building setback lines as shown on said recorded plat.

10. Upon the commencement of construction, erection or alteration of any structure, the same shall be pursued to completion with due diligence, and no such construction efforts shall be abandoned prior to completion.

11. No noxious or offensive activity shall be carried on, nor any condition suffered to exist upon any lot, which shall be or become an annoyance or nuisance to the neighborhood.

12. No structure of any type except a residential dwelling house may be occupied on a temporary or permanent basis upon any lot as shown on the plat of said subdivision.

13. There shall be no mobile homes, trailers or modular homes on any lot.

14. Any campers, motor homes, RV's, boats, travel trailers or other trailers of any kind, motorcycles, lawnmowers, ATV's go-carts or any other motorized vehicles (other than automobiles) must be stored and parked in the garage and shall not be parked outside the garage.

15. Any non-running vehicle or automobile must be removed from any street or lot in the subdivision within forty-eight (48) hours.

16. 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 building and no garage shall contain room for more than two 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 no less than that of the main residence. Any shingles, siding, windows, doors, and/or other trim shall match that of the main residence. Prefabricated or pre-built accessory buildings are allowed only if the building is screened from view by a privacy fence. No accessory building shall be built on a lot prior to substantial completion of the main residence.

17. Any portable basketball goals, trampolines, sandboxes, swing sets, slides, playhouses or any children's toys shall be kept only in the backyard and shall be no closer to any street than the rear corners of the house.

18. 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.

19. Above ground pools are allowed only if the pool is screened from view by a privacy fence.

20. There shall be no outdoor television antennas allowed after such time as cable television receiving services is available within the area. There shall never be any television antennas attached to the roof of any structure. Satellite dishes shall not exceed 24" in diameter, not visible from the public road and be as close to the rear of the residence as possible.

21. Outside clothesline and clothes hanging devices shall not be permitted.

22. No animals including livestock, poultry or swine shall be raised, pastured, maintained or allowed to be upon any lot in said development, except household pets which may be kept, in reasonable numbers, for the pleasure of the occupants, but not for any commercial use or purpose.

23. All trash and other debris shall be stored in receptacles, which shall be suitable screened to conceal the same from the view of neighboring lots.

24. No fence shall be erected or allowed on any lot or building site closer to the street than the rear corners of the house. No fence shall be erected any closer to the street than the building setback line. If the rear corners of the house and the building set back line are different distances from the street, the greater distance shall control, except in the case of corner lots, where only the building set back line shall control. Chain-link fences shall be allowed for the purpose of enclosing a "dog run" area, provided such area shall not be greater than eight feet by twelve feet (8'x12'), the yard in which the dog run area is enclosed has an acceptable privacy fence, and the dog run area is not visible from the street or from any adjacent lot. Chain-link fences are not allowed for any other use on the property. Privacy fences shall be constructed of wood or of white vinyl only. No fence shall exceed six (6) feet in height. No fence structure shall be visible from another lot.

25. All easements as shown on the plat of such development are reserved for installation of utilities and drainage purposes as designated on the plat.

26. All front yards to front corners of house must be sodded. All yards shall be predominantly grass.

27. All driveways shall be concrete. All driveways must be eighteen (18) feet wide and must run from the street to at least the front of the residence.

28. If any present or subsequent owner or occupant of any lot or lots in this development shall violate or attempt to violate any of the covenants or restrictions contained herein, it shall be lawful for any owner of any lot in the subdivision, to institute proceedings at law or in equity against the person or persons violating or attempting to violate said restrictions and either to prevent such violation by injunction or recover damages for such violations.

29. If any one or more of the restrictions herein contained are declared invalid by any Court, such invalidation shall in no way affect any other restriction herein contained, all which shall remain in full force and effect, each restriction being treated as separate instruments.

30. 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 thirty (30) 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 majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or

in part. Furthermore, these restrictive covenants may be amended by Developer, without joinder of the Owner of any Lot, for so long as Developer shall be the owner of at least one (1) lot in the Subdivision. In addition, notwithstanding anything to the contrary contained herein, Developer reserves the right to file any amendments that may be necessary to correct clerical or typographical errors in these restrictive covenants.

29. The Developer shall have the right to amend these Restrictive Covenants without the consent of any other lot owner for a period of time up to one hundred twenty (120) days after the date of the sale of the last lot in this section.

30. The Developer reserves the right to add additional sections of Summerfield Subdivision to these Restrictive Covenants and Homeowner's Association without consent or joinder of any other Lot owner.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this the 13th day of May, 2024.

HOLLY POINT, LLC
A Tennessee Limited Liability Company

By: [Signature]
William Lawson Mabry, Member

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Personally appeared before me, WILLIAM LAWSON MABRY, Member of HOLLY POINT, LLC, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained and who further acknowledged that he is a Member of HOLLY POINT, LLC, or a constituent of the maker and are authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker..

Witness my hand, at office, this the 13th day of May, 2024.

[Signature]
Notary Public

My Commission Expires: 7/6/27

