

This document was prepared by R. Gordon Seay, Jr. and wife Sandra A. Seay, Owners and Developers of Autumnwood Farms Sub-division, P. O. Box 30095 Clarksville, Tennessee, 37040

R. Gordon Seay, Jr. and wife
Sandra A. Seay

Connie E. Gunnett, Register
Montgomery County Tennessee
Rec #: 521595 Instrument #: 1329354
Rec'd: 20.00 Recorded
State: 0.00 7/27/2021 at 12:34 PM
Clerk: 0.00 in Volume
Other: 2.00 2118
Total: 22.00 PGS 827-830

TO: Deed of Restrictions
Autumnwood Farms, Section 5 B

R. Gordon Seay, Jr., and wife Sandra A. Seay are the owners of the following real estate, which they have subdivided into lots according to the Final Plat referred to below in the 2nd Civil District of Montgomery County, Tennessee:

Being the Subdivision Autumnwood Farms, Section 5 B as shown by the Final Plat of record in Plat Book L, Pages 108, in the Register's Office of Montgomery County, Tennessee, and being a portion of the property conveyed to R. Gordon Seay, Jr. and wife Sandra A. Seay by deed of record in Official Record Book Volume 715, Page 341, and Volume 925, Page 2270, in said Register's Office for Montgomery County, Tennessee.

The owners and developers intend by document to place certain RESTRICTIONS on the above Section 5 B of the subdivision shown on the Final Plat for Autumnwood Farms.

For the purpose of carrying out the development of the subdivision, and for and in consideration of the mutual benefit of the present and future owners of the lots in the subdivision, their heirs, successors, and assigns, owners place the following restrictions on the Section 5 B of the subdivision shown on the Final Plat, which shall be binding on all present and future owners of the lots in Section 5 B, their heirs, successors, and assigns:

1. The lots shall be used for residential purposes only.
2. Only single-family dwellings are allowed. No more than one dwelling or part thereof may be located on any one lot.
3. Dwellings shall be built to comply with the minimum building setback lines shown on the plat. Porches (except for enclosed or screened porches), steps, terraces, awnings and roof overhangs may extend over the setback lines. Any measurement to determine compliance shall be taken from the main walls of the dwellings to the setback lines. If a variance from the setback lines is requested and approved by the local governmental agency having jurisdiction, the variance will not be considered a violation of this restriction.
4. The TOTAL floor living space of any dwelling (whether single, 1 1/2, two story or split-level), exclusive of open porches, garage, carport, breezeway or basement, built upon any lot, shall be not less than 1,300 SQUARE FEET.
5. Any residence built on any of the lots shall have a (2) TWO CAR attached garage or a (2) Car basement garage, unless a variation from this requirement is approved by the Developer. ALL detached garages shall be located to the rear of the house. Garage doors may open to the front depending upon the house plans.

6. Any residence built on any of the lots shall have a masonry block foundation. The foundation must be BRICK TO GRADE. NO SPLIT-FACE BLOCK shall be used. The exterior of the house shall be predominantly brick or siding; or any combination thereof, with a MINIMUM of SEVENTY-FIVE PERCENT (75%) BRICK that will be used on the FRONT of a HOUSE.
7. ALL ROOFS will have a 10:12 PITCH MINIMUM. ALL ROOFS will be DIMENSIONAL SINGLES ONLY.
8. ALL electric services must be underground.
9. ALL utilities must be underground.
10. ALL SIDEWALKS will be built by builder as per Developers and City Officials Codes and Requirements. They must MATCH adjoining sidewalk. They must be 48 INCHES WIDE. Sidewalks shall have a (2% SLOPE) toward the street. This must be maintained as the sidewalk crosses the driveway. IF YOU buy a CORNER LOT, you must put in a HANDICAP RAMP at the corner of the sidewalk, as per City Officials Code requirements.
11. **ALL MAILBOXES** shall MATCH and be of a design approved by the Developer. The mailboxes for the houses will be **CLUSTER MAILBOXES**, placed in a location of Section 5B. Keys to be given to Builder to give to homeowner as houses are sold.
12. HOUSE PLANS, UNATTACHED BUILDING PLANS AND FENCING PLANS must be submitted to and approved by the Developer before applying for a BUILDING PERMIT or beginning construction.
13. ANY FENCES constructed on any lot shall be of **WOOD** or **VINYL** construction only. They shall run on the lot lines from and between the rear property corners, but shall be constructed no further forward than the back corners of the dwelling. NO CHAIN LINK FENCES ALLOWED! However, a 10x10 dog pen can be put on the rear of property, if a wood or vinyl fence is surrounding the pen. The pen must not be able to be seen by neighbors.
14. ALL DRIVEWAYS or any part thereof on lots shall be concrete only, with a BROOM FINISH. NO DESIGNS in the concrete. BROOM FINISH ONLY.
15. NO CARS are to be PARKED IN THE YARD! ONLY ON THE DRIVEWAYS!
16. NO BUSINESS, commercial, manufacturing, or professional use of any kind shall be maintained on any lot. All lots shall be used for strictly residential purposes.
17. NO lot shall be used for any purpose or in any manner, which, as matter of common experience, is or tends to be offensive, annoying, noxious, or detrimental to the use of other lots in the subdivision or properties in the vicinity of the subdivision.
18. NO more than ONE SATELLITE DISH may be located on any one lot. Any SATELLITE DISH MUST be LOCATED only on the BACK CORNER of the HOUSE or in the BACK YARD. There will be NO EXCEPTIONS to this. There is underground cable service available to you. NO SATELLITE DISH may be located in an area reserved on the plat for any type of easement or setback line.
19. NO LAWN ORNAMENTS allowed in the FRONT or SIDE YARD.
20. NO outside CLOTHESLINE shall be allowed on any LOT.
21. NO FREE STANDING BASKETBALL GOALS will be allowed on the street or sidewalks. You must keep them on your property as close to the garage as possible or in your backyard.
22. NO cattle, swine, horses, goats, or poultry shall be maintained upon any lot. Not more than (3) three dogs or (3) cats or any combination thereof may be maintained or allowed or permitted to be habitually found upon any lot. No Household pet maintained or allowed to be upon or habitually found upon any lot shall be allowed to run at large. No PIT BULL or OTHER animal of a VICIOUS TEMPERAMENT shall be maintained or allowed upon any lot by the resident of the same.

23. NO vegetable gardens shall be located further forward than the back corners of the lot.
24. NO house trailers, mobile homes, outbuildings, barns, tents, shacks, clotheslines, or structures of a temporary character shall be allowed, maintained, or stored on any lot, except for trailers of contractors in the process of construction.
25. NO overnight parking on the streets of the subdivision at any time.
26. NO unlicensed or inoperable motor vehicle or the like shall be permitted to be upon or maintained upon any lot unless the same be stored inside a garage or a detached structure constructed upon the premises. NO PARKING CARS IN THE GRASS YARD!
27. NO basement shall be used at anytime as a separate residence.
28. ONE VACATION TRAILER or ONE CAMPER or ONE RECREATIONAL VEHICLE may be stored on a lot, but cannot be used at anytime as a residence.
29. NO STRUCTURE or installation of any nature shall be moved onto any lot unless it shall conform to and be in harmony with existing structures and installations in the subdivision. Can only be put in backyard. NO Two Story Structures! You must contact the Developer before moving any structure onto your property for approval by him.
30. EASEMENTS for installation and maintenance of utilities and drainage areas are reserved as shown on the recorded Plat.
31. SEWAGE from and on the premises shall meet the requirements of the sanitation laws of the City of Clarksville and/or Montgomery County, Tennessee.
32. NO SIGNS of any advertising nature shall be permitted on any lot or dwelling except in conformity with applicable zoning ordinances. Signs, however, may be erected by the owner during the development and sale of the lots. Real Estate "FOR SALE" signs are permissible.
33. Developer reserves the right to replat any lots owned by him at the time of replatting, including, but not limited to consolidation or division of lots. Lots replatted will be subject to the terms of these restrictions.
34. The present and future owners, or any of them, their heirs, successors, and assigns, shall have the right to enforce there restrictions and seek any remedy, relief, or recourse by any proceeding at law or in equity against any person or persons violating, threatening to violate, or attempting to violate these restrictions.
35. These restrictions shall run with the land and shall be binding on present and future owners and persons claiming under them, their heirs, successors and assigns, for a period of thirty (30), years from the date of the recording of this document, after which time said restrictions 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 alter, amend and/or remove the restrictions in whole or in part. These restrictions may be amended at anytime by a majority of the owners of the lots at that time. A majority shall be determined on the principle of one lot - one vote.
36. As long as Developer owns any of the lots in said subdivision, the Developer shall have the final authority to approve or disapprove variations from the restrictions contained herein on a case by case basis, said approval or disapproval shall not be unreasonably granted or withheld.
37. Invalidation of any one of these restrictions by a court shall in no way affect any of the other provisions, which shall remain in full force and effect.

The Owners have executed this document on July 27, 2021.

By: [Signature]
R. Gordon Seay, Jr.
Owner and Developer

By: Sandra A. Seay
Sandra A. Seay
Owner and Developer

State of Tennessee
County of Montgomery

Personally appeared before me, R. Gordon Seay Jr. & Sandra A. Seay,
a Notary Public in and for said State and County, R. Gordon Seay, Jr., and wife Sandra
A. Seay the within named bargainer, with whom I am personally acquainted (or proved
to me on the basis of satisfactory evidence), and who acknowledged that they executed
the within instrument for the purpose therein contained. Witness my hand and seal at
office this 27th, day of July, 2021.

[Signature]
NOTARY PUBLIC

My Commission Expires: 12-13-2021

