

]RESTRICTIVE COVENANTS APPLYING TO
GARRETTSBURG MEADOWS

The undersigned, Crest Properties, a Tennessee General Partnership, being the Owner and Developer in fee simple of the real estate that has been platted and named GARRETTSBURG MEADOWS according to survey and plat, which plat is of record in Plat Book P, Page 142, of the Register's Office of Montgomery County, Tennessee, and which plat is made a part hereof by reference, does hereby agree and bind itself, its successors and assigns, that the following restrictions, limitations and covenants shall be binding on all purchasers of lots in said subdivision, their heirs, successors and assigns, as follows:

ARTICLE I
DEFINITIONS

The following words, when used herein, shall have the following meanings:

SECTION 1. "Builder" shall mean and refer to any person who is in the business of constructing single family residences and who acquires any Lot(s) in the Subdivision for the purpose of constructing a single-family residence thereon for sale to a third party customer of the Builder.

SECTION 2. "Declaration" shall mean this instrument, as the same may be amended and/or supplemented from time to time as provided for herein.

SECTION 3. "Developer" shall mean or refer to CREST PROPERTIES, a Tennessee General Partnership.

SECTION 4. "House" shall mean and refer to a building situated upon any Lot designated and intended for use and occupancy as a residence by a single family.

SECTION 5. "Lot" shall mean any lot shown on any recorded plats of the Property. A Lot shall not include any dedicated streets and roadways.

SECTION 6. "Lot Owner" or "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 7. "Occupant" shall mean or refer to any person or persons in possession of a lot or home other than a Lot Owner.

SECTION 8. "Person" shall mean or refer to a natural person, as well as a corporation, partnership, firm, association, trust, or other legal entity.

SECTION 9. "Plat(s)" shall mean and refer to the plat(s) for GARRETTSBURG MEADOWS to be recorded in the Montgomery County Register of Deeds Office subdividing the Property into lots and reflecting thereon the public streets, common areas, and utility easements and other matters normally shown on subdivision plats. The Property may be platted in two or more phases/sections.

SECTION 10. "Property" shall mean the real property submitted to this Declaration. The Property shall not include any public streets and roadways shown on the Plat. As provided in this Declaration, the Developer shall have the right to subject certain additional real property to the terms of this Declaration and in such event such additional property shall be deemed to be included within the definition of "Property".

SECTION 11. "Subdivision" shall mean and refer to GARRETTSBURG MEADOWS, to be platted on the Property.

ARTICLE II ARCHITECTURAL, MAINTENANCE, AND USE RESTRICTIONS

SECTION 1. LOT USE. No lot may be used for any purpose except for the construction and maintenance of a residential building of traditional design. No such residential structure on any such lot shall be designed, constructed or used for more than one family. Group homes are expressly prohibited.

SECTION 2. RESUBDIVISION. No lot shall be resubdivided, but shall remain as shown on the recorded plat and not more than one residence building may be constructed or maintained on any one lot. A slight variance in the property lines may be made by adjacent owners, but not for the purpose of subdividing into more lots. The foregoing notwithstanding, two or more lots may be combined (with joint approval of the Clarksville-Montgomery County Regional Planning Commission) to accommodate a single dwelling house or a slight variation of the property line separating adjacent lots.

SECTION 3. NUISANCE/ANIMALS. No noxious or offensive operations shall be conducted or maintained on any lot and nothing shall be done on any lot which may constitute an annoyance or nuisance to the neighborhood. No poultry of any kind or description shall be allowed or maintained on any lot at any time for any purpose. No animals or livestock of any kind shall be allowed or maintained on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept for commercial purposes. No more than four (4) dogs or cats, or

combination of dogs and cats totaling four (4), may be maintained or allowed or permitted to be habitually found upon any numbered Lot. The Committee shall have authority over all animals and shall have the right to order the removal or any special control measures as to any animal which becomes, in the sole opinion of the Committee, a nuisance or hazard to the health and welfare of the development. Loud barking dogs are a nuisance and infringe on the rights of other owners. Civil laws prevail if an owner's rights are violated through loud barking dogs.

SECTION 4. TRAILERS. ETC. No trailer, prefabricated house, tent, garage, barn or other outbuilding shall be erected or used as either a temporary or permanent residence. No outbuilding shall be located nearer to the front line, or, on the case of a corner Lot, the Lot line adjacent to the street, than the residence. Conformity to building standards as stated herein applies.

SECTION 5. SETBACK LINES. No building shall be constructed or maintained on any lot closer to the street than the setback line as shown on the recorded plat.

SECTION 6. CITY OF CLARKSVILLE. All owners of lots in the development shall consult with the appropriate officials of the City of Clarksville before installation of any driveway, culvert or other structure within the dedicated roadway and such placement or construction shall be done in accordance with the rules and regulations of said City of Clarksville.

SECTION 7. DRIVEWAYS. All driveways shall be smooth-finished concrete and completed not later than the initial occupancy of the dwelling house. All driveways shall be graveled when footings for initial construction are installed.

SECTION 8. FENCES. Fences will only be permitted at the rear of each residence. Fence shall be no closer to the street than the rear corner of the house. On corner lots the fence shall be no closer to the side street than thirty feet or the nearest corner of the house. No chain link fencing or metal fencing with the exception that decorative wrought iron fencing and black vinyl coated chain link fencing is allowed. Fences shall not exceed six (6) feet in height. Fencing must be maintained by the owner. All fencing must comply with the zoning regulations of the City of Clarksville, the County of Montgomery, and the State of Tennessee.

No fence shall be located upon or within a dedicated easement (public utility, sewer, access, drainage, etc.).

Owners are encouraged to join all fences, when possible, to make a common fence line.

SECTION 9. ACCESSORY VEHICLES. Recreational vehicles, such as all-terrain vehicles, dirt bikes, trailers golf carts, and/or yard mowing equipment, must be kept in garages or behind home

in a shed/outbuilding or fully screened from view. The storage of said vehicles shall be subject to the approval of the Committee. No inoperable or junk vehicles shall be parked on any lot, nor on the street. All licensable vehicles shall have current license plates and registration. No tractor-trailer bed or cab, motor home, commercial truck or vehicle over 20 feet in length, school bus, or recreational vehicle shall be parked on any Lot or public street in this subdivision. Campers, boats, trailers, or any other similar vehicle shall be garaged or screened from neighbors' view behind the residence. Parking of vehicles on public streets by Owners is prohibited except for loading and unloading purposes.

SECTION 10. SIDE SETBACK LINE. No dwelling shall be constructed on any lot closer than that allowed by the applicable Clarksville-Montgomery County zoning ordinance.

SECTION 11. MINIMUM SQUARE FOOTAGE.

- (a) No dwelling shall be erected, placed, altered, or permitted to remain on Lot unless the dwelling has finished living area space of at least the following:
 - (i) 1000 square feet minimum living area .

SECTION 12. GARAGES. Owners with garages shall be required to install and maintain an operational garage door opener. All garage doors shall remain closed, except for the actual ingress and egress therein or during time when an owner or family member is outdoors in the general area. There shall be no detached garages or other accessory buildings constructed or located on the premises. All dwelling houses shall have an attached garage of a size adequate to accommodate one full size automobile.

SECTION 13. EXTERIOR MATERIALS. The exterior of any residence shall be All brick, Exterior Insulation and Finish Systems (E.I.F.S.) also known as "synthetic stucco," stucco, or vinyl siding, stone, or any other material as approved by the developer in writing.

SECTION 14. ACCESSORY BUILDINGS. INTENTIONALLY LEFT BLANK.

SECTION 15. EXTERIOR MAINTENANCE. Each owner shall be responsible for the safe, clean, and attractive maintenance of all lands, buildings, improvements, and landscaped areas on any lot. All lots must be kept clear and clean of all litter.

SECTION 16. SATELLITE DISHES. Satellite dishes shall be permitted provided that the overall diameter does not exceed 24" and the location of the dish shall be subject to approval and/or requirements of the Committee at its sole discretion on each improved lot.

SECTION 17. MAXIMUM BUILDING TIME. Every dwelling house shall be constructed and completed, start to finish, within 180 days of visible commencement of construction.

SECTION 18. ENFORCEABILITY/ATTORNEY FEES. These protective covenants shall be enforced by any individual lot owner in said subdivision by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain the violation or to recover damages. In the event litigation is implemented for the enforcement of these covenants, the prevailing party shall be entitled to an award of attorney fees as additional damages.

SECTION 19. CLOTHES LINES. No outside clotheslines shall be permitted.

SECTION 20. MAILBOXES. Mailboxes shall be centralized with Cluster Box Units (CBU's).

SECTION 21. YARD AND GARAGE SALES. Yard sales, garage sales and any type of premises sale wherein the general public is invited into the development are expressly prohibited. Semi-Annual one day entire neighborhood sales may be permitted.

SECTION 22. RESTRICTIVE COVENANTS. Original and successor owners shall be responsible for furnishing new owners a copy of the hereof restrictive covenants.

SECTION 23. BASKETBALL GOALS AND OTHER SPORTS EQUIPMENT. Permanent placement of basketball goals, hockey goals, soccer goals, skateboard ramps and/or scooter ramps is prohibited. Basketball goals and other sports equipment of a movable type shall be stored indoors when not in actual use. While in use, such sports equipment must be kept at least ten (10) feet back from the curb.

SECTION 24. SWIMMING POOLS. Inground pools as a permanent fixture are allowed so long as the same are full in the ground and adhere to all local and state zoning. Above ground are allowed so long as the same are landscaped and screened from view. On-ground, kiddie, temporary, inflatable or movable pools are expressly prohibited and no allowed.

SECTION 25. STORAGE TANKS AND REFUSE DISPOSAL. No exposed above-ground tanks or receptacles shall be permitted for the storage of fuel, water, or any other substance, except for refuse produced through normal daily living and of a nature which is satisfactory for pick-up by the Department of Public Works or its equivalent. Incinerators for garbage, trash or other refuse shall not be used or permitted to be erected or placed on any Lot. All equipment, coolers, and garbage cans shall be concealed from the view of neighboring lots, roads, streets and open areas, except for pick-up days.

SECTION 26. OUTSIDE LIGHTING. Outside lights at eaves and door entrances shall be permitted, but no exterior flashing or high-intensity lights, floodlights, or spotlights on the exterior of any building shall be permitted, except with the prior written approval of the Association. Tasteful accent lighting is encouraged and security lighting which does not create a nuisance for other Lot Owners are permitted. The Association reserves the right to require any Lot Owner to deactivate or remove any light or decoration which the Association deems to be unattractive or a nuisance to other Lot Owners. Tasteful holiday decorations and decorative lighting are permitted from Thanksgiving until January 7, from October 20 to November 5, and for one (1) week before Easter to one (1) week after Easter.

SECTION 27. WINDOW UNITS. All supplements to the central air conditioning system must be used, erected, placed or maintained to the rear of the main residential structure. No window or wall type air conditioning units shall be permitted to be seen from the street view of any Lot and all such units shall be installed flush with the exterior wall surface.

SECTION 28. RECREATIONAL EQUIPMENT. All playground and recreational equipment must be used, erected, placed or maintained to the rear of all Lots. Wood construction for such equipment is encouraged. No tree houses, playhouses or other such structures shall be allowed.

SECTION 29. MAINTENANCE. All Lots, together with the exterior or all improvements located thereon, shall be maintained in a neat and attractive condition by the owner of said lot. Such maintenance shall include, but not be limited to, painting, repairing, replacing and caring for roofs, gutters, down spouts, building surfaces, patios, walkways, driveways and other exterior improvements. No Lot shall be used for storage of material and equipment, except for normal residential requirements or incident to construction of improvement thereon as herein permitted. The accumulation of garbage, trash or rubbish of any kind and the burning (except as permitted by law) of any such materials is prohibited.

SECTION 30. DAMAGE, DESTRUCTION OR MAINTENANCE. In the event of damage or destruction to any structure located on the Property, the respective Owner thereof agrees as follows:

- (a) In the event of the loss or total destruction of the home, the Owner shall promptly clear the Lot of all debris and maintain it in a neat and orderly condition. Within sixty (60) days of any insurance settlement, the Owner must begin reconstruction of the home. Any rebuilding must comply with all applicable restrictions and be designed to closely match the appearance, style, and character of the other homes in the neighborhood.
- (b) In the case of partial damage or destruction, the Owner shall as promptly as an insurance adjustment may be made, cause the damage or destruction to be repaired and restored in a first class condition in accordance with all applicable restrictions and be designed to closely match the appearance, style, and character of the other homes in the neighborhood. In no event shall

any damaged structure be left unrepaired and/or unrestored for in excess of sixty (60) days from the date of the insurance adjustment.

(c) If the correction of a maintenance or repair problem incurred on one Lot necessitates construction work or access on another Lot, both Owners shall have an easement on the Property of the other for the purpose of this construction. Each party shall contribute to the cost of restoration thereof equally, unless such damages was caused by the fault of any Owner, in which event the Owners shall allocate the cost of restoration in proportion to the relative fault of the parties.

SECTION 31. HOBBIES AND ACTIVITIES. The pursuit of any inherently dangerous activity or hobby, including, without limitation, the assembly and disassembly of motor vehicles or other mechanical devises, the shooting of firearms, fireworks or pyrotechnic devises of any type or size, the use of bows and arrows and other such activities shall not be pursued or undertaken on any part of any Lot.

SECTION 32. INTENTIONALLY LEFT BLANK

SECTION 33. DRAINAGE. No Lot Owner shall place fill on any lot or place fences, trees or landscaping in such a location or position that will interfere with the existing drainage on or from other Lots.

SECTION 34. CURB CUTS AND DAMAGE. Any builder or Owner who makes a curb cut or damages any property shall be responsible for repairing same at his sole expense and at the direction and to the satisfaction of the Developer. Builder or Owner shall reimburse Developer for the cost of any such repairs if Developer repairs damages.

SECTION 35. SIDEWALKS. Builder shall be responsible for the installation of sidewalks, which shall adhere to all ordinances of the City of Clarksville.

ARTICLE III INSURANCE

SECTION 1. LOTS. Insurance against damages by fire or other casualty to the improvements on any Lot, liability insurance with respect to occurrences on any Lot, and other insurance relating to each Lot, shall be the responsibility of the individual Lot Owners.

ARTICLE IV EASEMENTS

SECTION 1. UTILITY EASEMENT. A perpetual easement is reserved on each lot in an amount set forth by City of Clarksville and Montgomery County Building Codes for the construction and maintenance of utilities, such as drainage, electricity, gas or water main, sewage, etc., and no structure of any kind shall be erected or maintained upon or over said easement. This perpetual easement is in addition to any and all easements as shown on the recorded plat.

SECTION 2. DEVELOPER EASEMENT. Developer hereby reserves unto itself its successors and assigns, the following easements and rights—of-way in, on, over, under and through all lots, and each unit or building located thereon, for so long as Developer owns any lot, unit or building primarily for the purpose of sale:

- a) For the installation, construction and maintenance of conduits, lines and necessary or proper attachments in connection with the transmission of electricity, gas, water, telephone, community antenna, television cables and other utilities;
- b) For the construction of buildings and related improvements;
- c) For the installation, construction and maintenance of storm water drains, public and private sewers and any other public or quasi—public utility facility;
- d) For the maintenance of such other facilities and equipment as in the sole discretion of Developer may be reasonably required, convenient or incidental to the completion, improvement and sale of lots.

ARTICLE V GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. Any Lot Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereafter imposed by the provisions of this Declaration. Failure by any Lot Owner, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. VOIDABILITY. If any of the provisions of this instrument are at any time declared void or inoperative by any court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall not be otherwise affected thereby.

SECTION 3. DURATION AND AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of those Owners then owning the Lots has been recorded prior to the expiration of said 30-year period or any said 10-year period, as the case may be, agreeing to terminate said covenants or to modify said covenants in whole or in part for the next 10-year period. Except as provided below, the provisions of this

Declaration may be amended by the Developer, without joinder of the Owner of any Lot, for a period of five (5) years from the date of recordation of this instrument. Thereafter, this Declaration may be amended by the affirmative vote of at least three-fourths (3/4ths) of the votes of the Owners. No such amendment shall become effective until the instrument evidencing such change has been filed of record signed by the required number of Lot Owners. 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 this Declaration with regulations of the Federal Home Loan Mortgage Corporation, Federal Housing Administration, the Veterans Administration or other applicable regulations that may be necessary to assure lender approval of the Subdivision. For so long as the Developer maintains ownership of any Lots, any amendments which would provide the annexation of additional properties, the merger of the Subdivision with any other similar project or the consolidation of the Subdivision with such similar project, the mortgaging of Common Areas, the dedication of Common Areas, or the dissolution or amendment of the provisions of this Declaration, shall require the prior written approval of the Veterans Administration or the Federal Housing Administration, if such approval is required by said agencies as a condition to making loans on homes constructed in the Subdivision. However, such approval shall not be required in order to subject the Property described herein to this Declaration.

SECTION 4. APPOINTMENT OF SUCCESSOR DEVELOPER; RESIGNATION OF DEVELOPER. Developer reserves the right to assign its rights as Developer to any other person as to all or any portion of the Property by written instrument specifically setting out such assignment and any such assignee shall become the Developer hereunder upon such assignment with respect to the portion of the Property so assigned. Developer shall have the right at any time upon sixty (60) days written notice to resign as Developer of the Subdivision and shall thereafter be freed from any and all obligations imposed upon Developer upon the effective date of such resignation.

SECTION 5. HEADINGS AND BINDING EFFECT. Headings are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular paragraphs to which they refer. The covenants, agreements and rights set forth herein shall be binding upon and inure to the benefit of the respective heirs, executors, successors and assigns of the Developer and all person(s) claiming by, through or under Developer.

SECTION 6. UNINTENTIONAL VIOLATION OF RESTRICTIONS. In the event of unintentional violation of any of the foregoing restrictions with respect to any Lot, the Developer or its successors reserves the right, but shall have no obligation, (by and with the mutual written consent of the Owner or Owners of such Lot) to change, amend, or release any of the foregoing restrictions as the same may apply to that particular lot.

SECTION 7. STATE OF TENNESSEE. These restrictions shall be interpreted according to the laws of the State of Tennessee.

SECTION 8. COURTS OF JURISDICTION. Application for judicial enforcement of the hereof restrictions shall be only in either the General Sessions or Chancery Court for Montgomery County, Tennessee.


SECTION 9. SUCCESSORS BOUND. Each and every one of the preceding covenants and restrictions shall be binding and obligatory upon the present and all succeeding owners of lots or any part thereof, until April 22, 2055 at which time these protective covenants and restrictions shall be automatically renewed for successive periods of ten (10) years; however, 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. However, these changes may be voted on only at the express approval of CREST PROPERTIES, or if the entire GARRETTSBURG MEADOWS subdivision lots in all sections have been sold. All future sections and/or phases of GARRETTSBURG MEADOWS shall be bound by these same restrictions. 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 in GARRETTSBURG MEADOWS, or any subsequent phase.


IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this the 22 day of April, 2025.


CREST PROPERTIES
a Tennessee General Partnership

By:


Christian Black, Partner


Bryce Powers, Partner

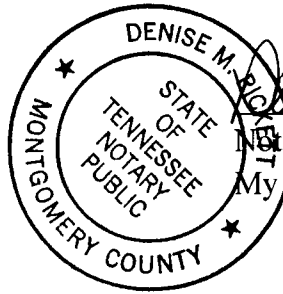

Houston Smith, Partner


Grayson Smith, Partner

STATE OF TENNESSEE COUNTY OF MONTGOMERY

Before me, the undersigned, a Notary Public in and for said State and County, personally appeared CHRISTIAN BLACK, BRYCE POWERS, HOUSTON SMITH, and GRAYSON SMITH, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be a Partner of Crest Properties, a Tennessee General Partnership, the within named bargainor, a partnership, and that such person as such Partner executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by such person as partner.

WITNESS MY HAND AND SEAL, of office, this 22 day of April, 2025.



Denise M. Ricketts
Notary Public:
My Commission Expires: 8-15-2026

Prepared by
Crest Properties
46 Union St
Clarksville, TN 37040