

This instrument prepared by  
Larry A. Rocconi, Jr., Attorney  
308 South Second Street  
Clarksville, TN 37040

HOLLY POINT, LLC

TO: DEED OF DEDICATION AND RESTRICTIONS

HOLLY POINT, SECTION 2

THIS DEED OF DEDICATION AND RESTRICTIONS, executed as of the 25<sup>th</sup> day of July, 2006, at Clarksville, in the County of Montgomery, State of Tennessee, by HOLLY POINT, LLC,

WITNESSETH:

THAT the Grantor herein is the owner of certain realty situated in the Eleventh Civil District of Montgomery County, Tennessee, being a portion of the realty conveyed by deed of record in Official Record Book Volume 936, Page 278, in the Register's Office for Montgomery County, Tennessee, and has subdivided a portion of such realty into lots according to a Plat of record in the Register's Office for Montgomery County, Tennessee, in Plat Book F, Page(s) 240, and any replats, designating such subdivision as Holly Point, Section 2, to which reference is expressly made.

THAT it is the intention and desire of the Grantor to dedicate the streets and roads as shown on the plat of said Holly Point, Section 2, to Clarksville, Montgomery County, Tennessee, to be used as such streets and roads for public benefit, and also to place certain restrictions upon the lots shown on said plat.

THAT the Grantor hereby places the following reservations, restrictions, conditions and limitations on the lots shown on the plat of said Holly Point, Section 2, of record in Plat Book F, Page(s) 240, in the Register's Office for Montgomery County, Tennessee.

The following Restrictive Covenants are hereby agreed upon and shall be covenants running with the land and binding upon the undersigned and all subsequent owners of real estate in the above described Subdivision, in any capacity whatsoever.

1. **Land Use Building Types:** All of the lots shall be used for residential purposes only, and it shall not be permissible to build more than one single family dwelling on any one lot. This conditions or limitation, however, shall not operate to prevent an individual owner from erecting one dwelling house on one and a fraction lots, nor shall it operate to prevent present or future owners from redividing lots with the purpose of obtaining lots of larger areas. No structure shall

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be erected, altered, placed or permitted to remain on any of the designated lots other than one detached single family dwelling not to exceed two stories in height.

2. **Building Location:** Residences on all lots shall face the street running along the front lot line of such lot, except those residences constructed on corner lots located at the intersection of two streets shall face either street or the center of one intersection. All corner lot homes shall have side entry garages where ever possible.

3. **Residential Requirements:** No dwelling shall be erected, placed, altered or permitted to remain on any lot unless the dwelling has the following garage requirements and finished living area space requirements:

(a) A one story dwelling must have either a basement garage or a two car attached garage and at least 1,250 square feet of finished living area space and shall have no more than 2500 square feet of finished living area space.

(b) A 1-1/2 story dwelling and Cape Cod style dwelling must have either a basement garage or a two car attached garage. 1-1/2 story dwellings and Cape Cod style dwellings must have at least 1,500 square feet of finished living area and no more than 3,000 square feet of total finished living area. At least 1,000 square feet of the living area must be on the first floor.

(c) A two story dwelling must have either a basement garage or a two car attached garage and at least 1,800 square feet of finished living area. Each level must have approximately fifty percent (50%) of the total square feet. It shall have no more than 3,000 square feet of finished living area.

(d) A Split Foyer home shall have at least 1150 square feet of finished living area on the upper level with at least a two car attached garage or a ground level tucked under garage. It shall have no more than 3,000 square feet of total finished living area.

(e) A one story dwelling with a basement garage must have at least 1250 square feet and a maximum of 1900 square feet of finished living area.

4. **Gables:** Any gable facing a street shall have a pitch of at least 7/12. All other gables shall have a pitch of at least 6/12.

5. **Driveways:** All driveways shall be broom finished concrete or aggregate concrete. Concrete pavers shall be permitted upon review and approval by Developer.

6. **Lot Requirements:** Prior to beginning of construction, all lots shall remain clear and vacant.

Only those materials and items needed by the trade in the construction of the residence shall be allowed to be placed on the lot.

After completion of the residence, no mobile home, tractor trailer, construction trailer, etc., or truck or service tractor (excluding a pick-up truck) shall be placed on the lot. Modern motor homes of good appearance and in use shall be allowed to be parked on driveways but shall not be lived in. There shall be no occupancy for living purposes at any time on any lot except within a completed residence.

7. **Sewer System:** The sewage system for any residence on the premises shall meet the requirements of the sanitation laws of Montgomery County and the State of Tennessee.

8. **Building Location:** No building shall have its front located nearer than the setback line(s) as shown on the recorded plat. No building shall be nearer to the side street line than the building setback line shown upon the recorded plat. "Should the topography of the ground be such that it becomes impractical to comply with the setback lines as shown in the recorded plat as herein set out, such restrictions shall not be considered violated unless the improvement is set over the setback line more than five (5) feet." It is understood and agreed that porches, steps, terraces, etc., except enclosed porches, 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 or side of a lot on which the house is constructed. If building setback line variance is requested and approved by the local governmental agency having jurisdiction, such variance will not be considered a violation of this covenant.

9. **Nuisance:** 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 to or nuisance of the neighborhood. No lots shall be used for the storage or repair of automobiles, or other types of motor vehicles, tractors, equipment, or the like, except the minor repairs to the property owners automobiles and pick-up trucks may be permitted. No swine, poultry, sheep, goats, horses, or cattle may be maintained on any lot, and no vegetable gardens shall be planted and cultivated on the front of any lot. No barns, shacks, tents or storage sheds shall be allowed on any lot, however, with developer and/or architectural committee prior approval an outbuilding may be constructed of the same style, materials and colors as the principal dwelling.

10. **Fence Location:** No fences are allowed to be any closer to the road than fifty feet (50') or the rear of the dwelling whichever distance is farther from the road. All fences must be provided and installed by a professional company and not by the homeowner. In no case shall any fence be closer than 50 feet to any street. Any privacy fencing shall be behind the home and must be professionally installed. Privacy fencing shall be wood or vinyl and shall not exceed six (6) feet in height. Cyclone or metal fences are not permitted on any lot. On any corner lot, no fence shall be closer to the side road than the side of the house nearest the road or fifty feet (50'), whichever distance is farther from the side road. No chain link fences shall be allowed on any lot if visible from the road, to be determined in the sole discretion of the developer under the Architectural Control Provisions. Any fences including privacy fences and otherwise, are subject to the Architectural Control Provisions of paragraph 16.

11. **Exterior Equipment and Artwork:** There shall be no lawn ornaments of any kind on the lot, front or side, except the approved mailbox. Any artwork, statues, sculptures or other ornaments placed or constructed on any lot, shall be removed upon written demand of the Developer and are subject to the Architectural Control Provision.

12. **Mailboxes:** In order to provide uniformity, all mailboxes must be purchased in a style approved by Developer, from a vendor approved by Developer. All mailboxes are subject to the Architectural Control Provisions of paragraph 16.

13. **Satellite Dishes:** Any satellite dish must be placed behind the dwelling and must be of the small design.

14. **No Dumping:** No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage and other waste shall not be kept except in sanitary covered containers at the rear of the house, and the same shall be properly secured from the front view.

15. **Signage:** No signs of any advertising nature shall be permitted on any lot or building except in accordance with the zoning regulations of the local governmental agency having jurisdiction. Signs, however, may be erected by the Developer of the Subdivision during the development and sale of the entire Subdivision. Real estate "For Sale" signs are permissible as long as such signs are not more than five (5) square feet in size.

16. **Developer Authority/Architectural Control Provisions:** The Developer is Holly Point, LLC, a Tennessee Limited Liability Company or any successor thereof as designated by an instrument placed of record in the office of the Register's Office for Montgomery County, Tennessee, and signed by Holly Point, LLC. No building, fence, wall, pool, detached garage or other structure 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 Developer 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. Approval shall be provided as herein below set forth:

The Developer shall maintain architectural control for ten (10) years from the date of the recordation of these restrictions or until the sale by the Developer of, and the completion of construction of a residential dwelling on each and every Lot in the Subdivision, whichever shall later occur, at which time the Architectural Control Provisions contained in this Section 16 shall expire. Notwithstanding the foregoing, the Developer, at any time, may relinquish its right and any attendant obligations on it, to exercise architectural control as provided herein by executing and recording in the Register's Office for Montgomery County, Tennessee, a notice of such relinquishment, at which time the Architectural Control Provisions contained in this Section 16 shall expire.

The Developer's approval or disapproval as required in this Declaration shall be in writing. The Developer shall provide an application form to any person or entity submitting any plans.

The Developer shall have the right to disapprove any plans submitted hereunder because of failure to comply with any restrictions contained herein, failure to include any information required by developer, objection to exterior design, or such other matters which would render the proposed structure for use inconsistent or not in harmony with the structures located upon other Lots within the neighborhood.

In no event may the Developer be held liable in any way to any Lot owner or other interested party by virtue of the Developer's approval, disapproval, or inaction regarding any architectural control decision.

The Developer is hereby empowered to replat, remove or reclassify a plat, lot, street, and any other matter identified on the aforementioned plat of record.

(The provisions of this Section 16 are sometimes referred to as the "Architectural Control Provisions".)

**17. Type of Building:** Any residence built on any one of the lots of the subdivision shall have a concrete or masonry foundation with brick to grade to top of foundation wall. All walls above the foundation shall be constructed of or faced with stone, brick, wood, concrete plank siding or vinyl siding. The front exterior of all houses must be at least 75% brick in addition to the foundation, except that under the Architectural Control Provisions, the Developer may approve all siding on the front exterior of certain larger homes (larger homes being defined as approximately 1700 square feet or greater). Pursuant to the Architectural Control Provision, the Developer may require homes on corner lots to be bricked on the sides. Pursuant to the Architectural Control Provision, Developer in Developer's sole discretion will approve no more than fifty (50%) percent of the larger homes in the subdivision to be all vinyl siding homes. Masonite type siding or asbestos shingles are specifically prohibited.

**18. Enforcement:** If the parties hereto, or any of them or their heirs or assigns, shall violate any of the provisions hereof, it shall be lawful for any other person or persons owning any other lot or lots ins aid development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate such covenants of restrictions, and to prevent him or them from so doing or to recover damages or other dues for such violation.

**19. 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 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 a majority of the then owners of the lots have been recorded, agreeing to change said covenants in whole or in part.

**20. Survivability:** Invalidation of any one of these covenants by judgment or Court order shall in now way affect any of the other provisions which shall remain in full force and effect.

**21. Utilities:** All services, electrical, telephone, cable television, etc. must be placed underground from the primary service pole or vault, if any, provided by utility company to the house.

**22. Culvert.** All driveway culverts, if any, shall be concrete or brick head walls at culvert ends.

**23. Outbuildings:** Outbuildings are permitted so long as the same are built on a permanent foundation, are of the same design and construction as the principal dwelling and are approved under the Architectural Control Provisions. There shall be no detached garage unless there is also a residence. The detached garage must be approved under the Architectural Control

Provisions and if approved, shall be of the same design and construction as the principal dwelling and with the same exterior materials and colors in a similar proportion to the residence.

24. **Lighting:** All street lighting shall be the responsibility of the City of Clarksville.

25. **Attorneys Fees:** Any attorney's fees reasonably incurred by the Developer or any other entity or person in enforcing these restrictions shall be paid by the party or parties violating these restrictions.

26. **Approval by Developer:** Any items requiring approval by Developer under the Architectural Control Provisions shall expire pursuant to terms contained in item 16 above.

27. **Vehicle and Personal Property Storage:** No boats, motors, trailers, campers, camper shells, household appliances, lawnmowers, tractors, tractor trailers, truck cabs, inoperable vehicles etc. shall be stored or parked or placed in the front yard, nor shall any buses, tractors, tractor trailers, truck cabs, or trucks of at least one ton or larger be parked in front of the house. All unlicensed or unregistered vehicles must be garaged. No automobile repair work of any kind may be conducted in the front yard, or the side yard of any lot. No farm tractor, truck tractor, tractor-trailer, or one-ton truck or larger truck shall be parked anywhere on any lot or on the street in the subdivision.

28. **Entrance to Subdivision:** All upkeep and maintenance of the entranceway, including but not limited to, beautification, mowing and utilities, must be maintained by the Homeowner's Association, as established in Official Record book Volume 1033, Page 372, and applied to Section 2 in Official Record Book Volume 1113, Page 2577 in the Register's Office for Montgomery County, Tennessee.

29. **Amendments:** This deed of restrictions may be amended at any time by the Developer so long as the Developer owns at least one-third (1/3<sup>rd</sup>) of the lots shown on the plat of record. This deed of restrictions may be amended at any time by an instrument executed by the owners of at least fifty-one percent (51%) of the lots shown on the plat of record.

30. **Exterior Lighting.** Any exterior lighting, security or otherwise, which is not attached to a residence on any lot must be approved under the Architectural Control Provisions.

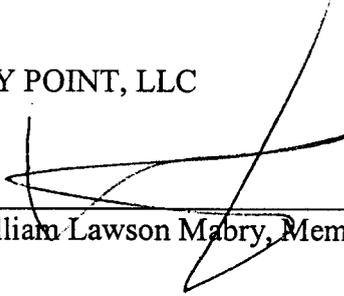
31. **Swimming Pools:** Any swimming pool must be approved under the Architectural Control Provisions for so long as they are in effect. Any swimming pool, whether above-ground or in-ground must be fenced. The fencing must comply with the provisions of paragraph number 10 of this Deed of Restrictions, including but not limited to height, professional installation, wood, etc. A fenced yard would satisfy the requirement of fencing around the swimming pool.

32. **Lot Upkeep:** Any and all lots, whether or not improved, must be neatly mowed, trimmed and kept clean and free of trash and debris.

33. **Severability:** Invalidation of any of these covenants by judgment of any Court shall in no way affect any of the other provisions which shall remain in full force and effect and be deemed severable from the others.

IN WITNESS WHEREOF, the Grantor has signed on this the day and date first above written.

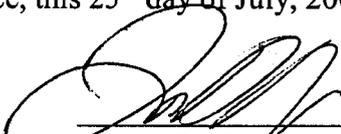
HOLLY POINT, LLC

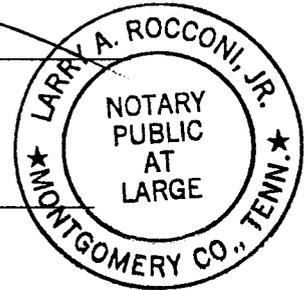
By:   
William Lawson Mabry, Member

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 the Member of HOLLY POINT, LLC, 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 on behalf of the maker.

WITNESS MY HAND, at office, this 25<sup>th</sup> day of July, 2006.

  
Notary Public



My Commission Expires: 5/17/08

Joyce B. Sawyer, Register  
Montgomery County Tennessee  
Rec #: 127270  
Rec'd: 35.00 Instrument #: 708148  
State: 0.00 Recorded  
Clerk: 0.00 7/26/2006 at 8:40 AM  
EDP: 2.00 in Volume  
Total: 37.00 1113  
Pgs 2570-2576