

# Quick Handbook for Holly Point HOA Documents

## HOA Contact Information:



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# *Holly Point – Deed Restrictions*

Greetings Holly Point Homeowners,

Recently, we approved an amendment to the original Deed Restrictions. This occurred by 51 percent or more of the homeowners in each of the three sections of the community voting to approve the amendment.

The attached packet is a merging of the two separate legal documents. The obsolete paragraphs have been deleted and the current (amended) paragraphs have been inserted. The Board is providing this document so it will not be necessary to refer back and forth between the two documents (original and amendment) to understand the current requirements. We hope it is helpful and minimizes confusion. Also, all three documents will be available for viewing on the HOA website: **[www.hollypointhoa.com](http://www.hollypointhoa.com)**

Thank you for your continued efforts in maintaining your property such that we all find Holly Point a desirable place to call home

Sincerely,

*Holly Point HOA*

Board of Directors

**Deed of Dedication and Restrictions  
Holly Point Section 1-3**

- 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 re-dividing lots with the purpose of obtaining lots of larger areas. No structure shall 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 comer 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 1-112 story dwelling and Cape Cod style dwelling must have either a basement garage or a two car attached garage. 1-112 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, there shall be no occupancy for living purpose at any time on any lot except within the 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 portion of the property or any Lot shall be used, in whole or in part, for the storage of any property or thing that will cause the property to appear to be in an unclean or untidy condition or that will be unsightly to the eye. Nor shall any substances, thing, or material be kept upon any portion of the property or any Lot that will emit foul or obnoxious odors or that will cause any noise or other condition that may disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property or the Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the property or any Lot. There shall not be maintained any plant, animal, device, or thing which is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the property.

  - a. Animals and Pets:** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the property, except that a reasonable number of dogs, cats, or other usual and common domestic household pets may be permitted on a Lot. No pets are permitted to roam free; those that, in the sole discretion of the Association, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Lots or the Owner of any portion of the property, including stray animals, shall be removed upon request of the Board. If, after ten (1) calendar days' written notice to the Owner, tenant, or occupant, the Owner, tenant, or occupant fails and/or refuses to honor such request, the pet may be removed by the Board, and neither the Board, nor its agents or vendors shall be liable for trespass or other damages to such Lot. No pets shall be kept, bred, or maintained for any commercial purpose. No wild animals shall be permitted.
  - b. Unsightly or Unkempt conditions:** It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. All garage doors shall be kept closed, except when necessary for entrance or exit of vehicles or when an Owner is present outside the Home.
- 10. Fencing:** Written approval shall be obtained in accordance with Paragraph 16 herein, prior to and as a prerequisite to the installation of any fence upon any Lot. Approval of fence construction is within the sole discretion of the ARC. Acceptable fence materials shall include composite, wood, vinyl, rod iron, or aluminum. The entire fence constructed upon any Lot shall be so constructed of one (1) of these listed materials. There shall be no fence constructed upon any single Lot which consists of more than one (1) type of approved material, and no chain link fences shall be installed upon any Lot. Privacy fences shall not exceed six (6) feet in height. Fencing shall not prevent access to utility meters (gates may provide access). A uniform fence line between two homes is encouraged. Fencing shall not be installed in front of a home or closer to a street than the minimum build set-back line.
- 11. Exterior Accessories:** No decorative appurtenances, such as sculptures, birdhouses, birdbath, fountains, flagpoles, or other decorative embellishments shall be placed on or in any front yard or on any part of a Lot visible from any street or other Lot, unless the placement and design of such embellishment(s) has been approved in writing by the ARC.
- 12. Mailboxes:** All mailboxes and numbering and lettering affixed to mailboxes shall be approved by the ARC in accordance with Section 16 herein.
- 13. Outdoor Antennas:** No exterior television or radio antennae and no satellite dish shall be more than one (1) meter in diameter. Outdoor television and dish antennas may be installed, if property screened

and with the prior written approval of the Association. Approval of such television and dish antennas shall not delay or prevent installation, maintenance or use; shall not unreasonably increase the cost of installation, maintenance or use; and shall not preclude reception of an acceptable quality signal.

All requests for installation of any such antennae or satellite dish, shall be submitted to the Board of Directors in writing with a description of the size, location and materials associated with the antennae or satellite dish prior to their installation. Should the Board of Directors fail to provide written approval or denial of same within thirty (30) days of its receipt of such written request, the request shall be deemed approved.

14. **Garbage, Debris, and Trash Cans:** No garbage, trash, wood pile, or other debris shall be left upon any Lot. Owners and their tenant/occupants shall, at all times (with the exception of trash pick-up days), store trash cans and recycle bins in an area of the driveway immediately adjacent to the side of Homes, in garages, or behind Homes. On scheduled trash and recycling days, trash cans and recycle bins shall not be placed on the street for pickup sooner than 6:00 PM the night before the scheduled trash pickup day. Trash cans and recycle bins shall be removed from the street by 6:00 PM on the scheduled trash pickup day.

On scheduled trash and recycling days, no garbage, debris, or trash shall be left on the street next to, adjacent to or anywhere other than inside a trash can or recycle bin. If an Owner anticipates that he or she will have excess garbage, trash or debris which will exceed the capacity of his or her trash can on any scheduled trash pickup day, he or she shall notify the Association in writing (whether by letter or electronic [email] mail) in advance, and the Association shall permit such excess garbage, trash, or debris to be placed next to the Owner's trash can on the street for pickup. Such additional garbage, trash, or debris shall likewise not be placed on the street for pickup sooner than 6:00 PM the night before the scheduled trash pickup day. This exception for excess garbage, trash, or debris shall be permitted only occasionally and shall not be used as an exception for regular or routine placement of excess garbage, trash, or debris by any Owner.

15. **Signs and Billboards:** With the exception of political signs placed upon Lots pursuant to Tennessee Code Annotated §2-7-143, no sign or billboard of any kind shall be displayed to the public view on any lot or portion of the Common Area, except for: 1) directional or informational signs, approved by the Association, 2) signs not in excess of six (6) square feet per side erected by an owner upon that owner's lot to advertise the sale or lease of that lot, and 3) home security signs not in excess of three (3) square feet per side. All signs, including political signs, shall be subject to size and placement restrictions as may be adopted by the Board from time to time. The Association, after ten (10) business days' written notice to the Owner, tenant or occupant, and failure of such Owner, tenant or occupant to remove such sign, have the right to remove any such unapproved sign, advertisement, billboard, or structure that is placed on the property, and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal.
16. **Improvements:** No building, fence, wall, or other structure(s) of any kind shall be commenced, constructed or erected upon any Lot or House, nor shall any exterior addition therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Review Committee (hereinafter referred to as "ARC") appointed by the Board. General homeowner maintenance and upkeep, including repairs, painting, and staining, which will not affect the harmony of external design in relation to surrounding structures and

topography, are excluded from this provision. All matters submitted to the Board of Directors or the ARC shall be decided and announced in writing within thirty (30) business days after submission by the Owners or Builder, unless additional time, at the discretion of the Board or ARC, is needed to obtain additional documentation. In such case, written approval or denial shall be provided to the Owner or Builder within thirty (30) business days after receipt of such additional documentation by the ARC from the Owner or Builder. If the Board or ARC reply to the Owner or Builder within thirty (30) business days requesting additional information regarding the improvement, the thirty (30) business days shall be calculated from the date upon which the Owner or Builder provides the Board or ARC with such additional requested information regarding the improvement. Failure of the Board or ARC to approve or deny submissions in writing within thirty (30) business days or any extensions thereof as previously described, shall be deemed an approval of such submissions unless the thirtieth (30<sup>th</sup>) business day shall fall on a weekend or national holiday. In such case, written approval or denial shall be given by the Board or ARC to the Owner or Builder on the next regular business day. The Board or ARC shall be the sole arbiter of all improvements made to any Lot or House and may withhold approval for any reason, including those of a purely aesthetic nature.

- (a) **Architectural Review Committee Membership:** The Board may serve as the ARC. If the Board appoints Members other than the Board to serve on the ARC, the ARC shall be composed of no less than three (3) committee members appointed by the Board. The ARC shall recommend approval or disapproval to the Board following review of plans. The Board may disapprove any plans submitted hereunder because of failure to comply with any restrictions contained herein, failure to include any information required herein, objection to exterior design, or such other matters which would render the proposed structure or use thereof inharmonious with the structures located upon other Lots within the Association subdivision.
  
- (b) **Handicap Accessibility:** Notwithstanding any other provisions herein, an Owner of any Lot may, at their expense (unless otherwise required by State or Federal Law), have such reasonable modifications made to the interior and exterior of their Home and Lot and the Common Areas as may be necessary to afford physically handicapped persons full enjoyment of their premises. Any modifications to be undertaken to the exterior of a Home and Lot or the Common Areas shall comply with the guidelines and regulations of the United States Department of Housing and Urban Development for buildings and facilities providing accessibility and usability for physically handicapped people; and shall be undertaken pursuant to a contract, the terms, conditions and specifications of which, shall be approved by the Board. The approved contractor shall provide an adequate performance bond for the benefit of the Association. Notwithstanding the other provisions herein, including those requiring approval of the Members of the Association, the Board is authorized to make reasonable accommodations to all rules, policies, practices or services as may be necessary to afford a handicapped person equal opportunity to use and enjoy his Home and Lot, including the Common Areas.
  
- (c) **Construction/Building Materials:** No lumber, brick, stone, block, concrete, or other building materials, nor any other thing used for building purposes shall be stored on any Lot, except for the purpose of construction on such Lot, and then only for such length of time as is reasonably necessary for the construction of the improvements then in progress. Any person or Builder undertaking any construction on a Lot and the Owner of such Lot, shall be responsible for maintaining the continuing cleanliness of, and repairing any damage to, any curbing, gutter, or street resulting from construction on such Lot or the transfer of equipment

or materials to such Lot in support of construction. After written demand by the Association, repairs of all such damages shall be made within fifteen (15) calendar days.

- 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 no 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) Attorney's 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 Equipment Maintenance and Repair; Vehicle Parking:** The assembly or disassembly of motor vehicles or other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any street within the community. Minor repairs and maintenance of vehicles is permitted in driveways and in garages, provided all materials, equipment, parts, and supplies are cleaned up daily and vehicles appear in a fully assembled and

operational condition. Vehicles in driveways may not be left overnight on jacks, jack-stands, or blocks. Major repair and restoration of vehicles may only be performed inside a garage or behind a privacy fence.

- a) Only Class 1, Class 2 (Light Duty) and Class 3 Medium Duty vehicles may be parked in the front of homes, in driveways. Class 4 and greater vehicles shall not be parked within the boundaries of a lot or on the street (homeowners with Class 5 dually pick-up trucks may request a variance). Trailers (motorcycle, utility, cargo, boat, travel) shall not be parked in front of a home. Trailers may be parked on the side or behind the home, on an improve surface. This provision shall not apply to a Builder during construction upon any Lot and shall not apply to any government owned vehicle. All vehicle classifications referred to herein shall be the same classifications as defined by Figure 4-1 of the **U.S. Federal Highway Administration's Category Scheme for Vehicle Classifications**.
- b) Parking on any city street for a period of time longer than seventy-two (72) hours is prohibited.
- c) Parking within fifteen (15) feet of a fire hydrant is prohibited.
- d) Parking facing the opposite direction of the flow of traffic in the lane of a street is prohibited.
- e) Blocking or obstructing traffic in any location is prohibited.
- f) The Board may adopt a reasonable written enforcement policy for violations of this part which may include written notice requirements to violators and may additionally include fines, towing and expense reimbursement provisions. The Board will follow the city of Clarksville parking commission restrictions.
- g) The Association shall be considered a third-party beneficiary of all leases and sub-leases **for the limited purpose of** enforcing violations of this Paragraph 27 of the Section 1 Declaration and of the Section 2 Declaration in the event the Owner fails or refuses to do so after reasonable written notice of such violations have be sent to the Owner at the last physical address or email address provided to the Association by such Owner.
- h) Continuing Violations. Any vehicle that is in violation of this Paragraph 27 which is removed and subsequently returned within ten (10) calendar days from the date of such removal, shall be considered a continuation of the previous violation and may, at the Board's discretion, be towed, booted or the vehicle owner fined. All costs including attorney's fees incurred by the Association shall be a charge on the land and a continuing lien against the Lot owned by the vehicle owner. All costs including attorney's fees incurred by the Association shall also be the personal obligation of the vehicle owner.

**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 must be approved by the ARC in writing prior to installation. No Lot Owner shall build a security lamp or light on his Lot exceeding eight (8) feet in height.
- 31) Swimming pools:** Swimming pools shall be built in accordance with ordinances of the Montgomery County Municipal-Regional Planning Commission zoning regulations and Clarksville, Tennessee Building Code and shall require written approval by the ARC prior to installation in accordance with Paragraph 16 herein. Above-ground swimming pools shall be permitted, provided they are constructed behind Homes, and the back yard is enclosed by a minimum six-foot privacy fence.
- 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.
- 34) Clotheslines:** Outside clothesline and clothes hanging devices shall not be permitted.
- 35) Home Offices:** Houses, Homes, and the property shall be used only for residential, recreational, and related purposes. Owners and occupants may use their residence (not in violation of municipal zoning laws) as an ancillary or secondary facility to an office established elsewhere. Nothing in this Declaration shall prohibit a Lot Owner from: (a) maintaining his personal professional library; (b) keeping his personal business or professional records or accounts; (c) handling his personal business or professional telephone calls or correspondence; or, (d) maintaining a home office for the operation of the Lot Owner or occupant's livelihood for such businesses that do not require customer or client visits within the Holly Point subdivision or the delivery of merchandise or inventory related to such business. Such uses are expressly declared customarily incident to the principal residential use and not in violation of said restrictions.
- 36) Storm Water Drainage System:** Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas.
- 37) Rules and Regulations:** The Association, acting through its Board of Directors, shall have authority to make and to enforce reasonable rules and regulations and/or use restrictions, standards and restrictions governing the use of the property and Lots in addition to those contained herein, and to impose reasonable fines and enforcement policies for violations of such rules and regulations.
  - a) **Fine policy:** Such rules and regulations shall include procedures for issuing notices and reasonable fines against Owners in violation. Fines assessed by the Association in the enforcement of the Section 1 Declaration, the Section 2 Declaration, the By-Laws or rules and regulations, together with the costs and reasonable attorneys' fees for the enforcement thereof, shall be a charge on the land and shall be a continuing lien upon the Home and Lot against which each such fine is levied; and such fines, together with costs and reasonable attorneys' fees for the enforcement thereof, shall be the personal obligation of the person who was the Owner of such Home at the time the fine(s) were levied.

**38) Occupants Bound:** All provisions of the Declaration, By-Laws and of any rules and regulations or use restrictions promulgated pursuant thereto, that govern the conduct of Owners and that provide for sanctions against Owners, shall also apply to all occupants, tenants, guests and invitees of any Owner. Every Owner shall cause all occupants of his or her Lot to comply with the Declarations, By-Laws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto. The Association shall be considered a third-party beneficiary of all leases and sub-leases **for the limited purpose of** enforcing violations of the Section 1 Declaration and of the Section 2 Declaration in the event the Owner fails or refuses to do so after reasonable written notice of such violations have be sent to the Owner at the last physical address or email address provided to the Association by such Owner.

**39) Lien Against Foreclosure Proceeds:** Upon the foreclosure of a first mortgage or deed of trust, the foreclosure and the sale shall be subject to the Association's lien, and the Association shall be entitled to proceeds from the foreclosure sale to satisfy the lien for common expenses and assessments which would have become due in the absence of acceleration during the six (6) months immediately preceding institution of such foreclosure, but not exceeding one percent (1%) of the maximum principal indebtedness of the lien secured by the first mortgage or deed of trust.

**40) Definitions:**

- a) **"Association"** shall mean and refer to Holly Point Association.
- b) **"By-Laws"** shall mean the By-Laws of Holly Point, Section 1 ("By-Laws") of record in Volume **1033**, Pages **372-378**, Register's Office for Montgomery County, Tennessee, and By-Laws of Holly Point, Section 2 ("Section 2 By-Laws"), of record in Volume **1113**, Pages **2577-2578**, said Register's Office. All provisions contained in the body of this Declaration dealing with the administration and maintenance of the properties shall, be deemed to be part of the By-Laws.
- c) **"Common Area"** shall have the same meaning as such term is defined in the By-Laws.
- d) **"House or Home"** shall mean any improvement constructed upon any Lot as defined herein, for the purpose of providing residential housing to Lot Owners or other occupants thereof.
- e) **"Lot" (or "lot")** shall have the same meaning as such term is defined in the By-Laws.
- f) **"Member"** shall have the same meaning as such term is defined in the By-Laws.
- g) **"Owner"** (also referred to herein as "Lot Owner" or "owner") shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- h) **"Community-Wide Standard"** shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the properties. Such standard may be more specifically determined by the Board of Directors and the Architectural Review Committee.

## **FINE POLICY**

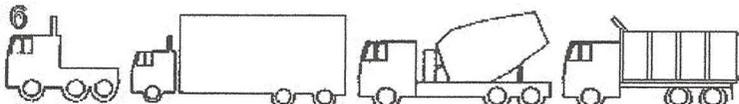
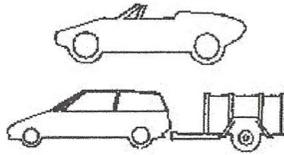
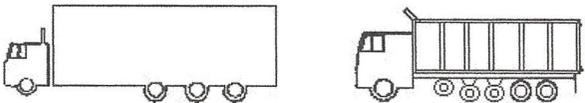
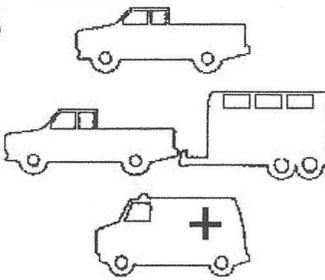
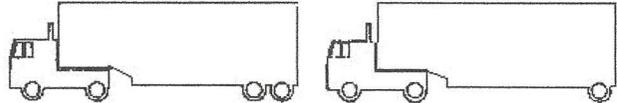
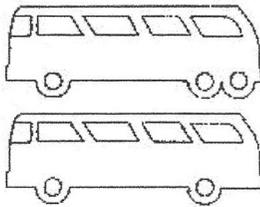
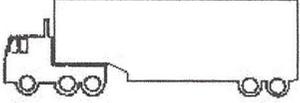
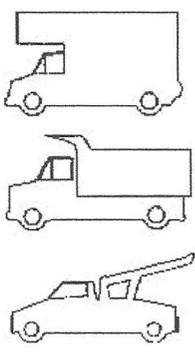
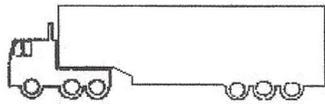
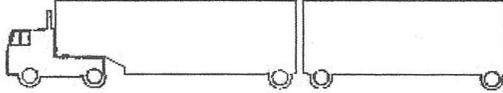
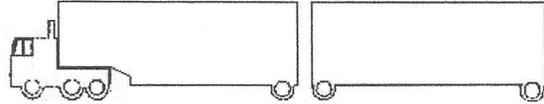
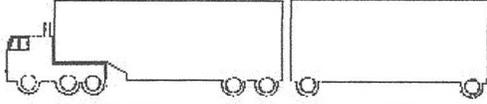
**General:** Except as otherwise noted in Rules and Regulations, the Declaration and/or By-Laws, violation of Rules and Regulations, the Declaration and/or By-Laws shall be enforced as follows:

- A) **First Written Notice:** Owner and tenant/occupant (if applicable) will be mailed a written notice detailing the violation, action(s) which must be taken to resolve the infraction and that resolution of the violation shall be achieved within ten (10) calendar days of date written on the first written notice.
  
- B) **Second Written Notice:** If the violation continues after the first written notice, the Owner and tenant/occupant (if applicable) will be mailed a second written notice detailing the violation, action(s) which must be taken to resolve the infraction, that a fine of \$100.00 has been levied against their account and that resolution of the violation shall be achieved within ten (10) calendar days of the date written on the second written notice.
  
- C) **Third Written Notice:** If the violation continues after the second written notice, the Owner and tenant/occupant (if applicable) will be mailed a third written notice detailing the violation, action(s) which must be taken to resolve the infraction, that a fine of \$200.00 has been levied against their account and that resolution of the violation shall be achieved within ten (10) calendar days of the date written on the third written notice; and, informing the Owner and tenant/occupant (if applicable) that should the violation continue past such ten (10) calendar days, the violation will be referred to the Association attorney for enforcement.
  
- D) **Referral to Attorney:** The Board of Directors will contact the Associations attorney after mailing the third written notice for counsel as to the most effective means of terminating the violation. All fines authorized by this Fine Policy plus all cost and reasonable attorney's fees shall be a charge on the land and a continuing lien against the Lot and all improvements located thereon, owned by the Lot Owner or occupied by the occupant thereof, and all such fines, costs and reasonable attorney's fees shall be the personal obligation of the Lot Owner and/or tenant or occupant of the Lot against which such fines, costs and reasonable attorney's fees have been secured.

### **Continuing Violations**

Any violation which is resolved but reoccurs at any time within or after thirty (30) calendar days from the date of resolution, shall be considered a continuation of the previous violation and will be enforced in accordance with the relevant next part of this Fine Policy.

# FHWA Vehicle Classification Scheme F Report

<p><b>1</b></p>  <p>MOTORCYCLES</p>	<p><b>6</b></p>  <p>THREE AXLE, SINGLE UNIT</p>
<p><b>2</b></p>  <p>PASSENGER CARS</p>	<p><b>7</b></p>  <p>FOUR OR MORE AXLE, SINGLE UNIT</p>
<p><b>3</b></p>  <p>FOUR TIRE, SINGLE UNIT</p>	<p><b>8</b></p>  <p>FOUR OR LESS AXLE, SINGLE TRAILER</p>
<p><b>4</b></p>  <p>BUSES</p>	<p><b>9</b></p>  <p>FIVE-AXLE, SINGLE TRAILER</p>
<p><b>5</b></p>  <p>TWO AXLE, SIX TIRE SINGLE UNIT</p>	<p><b>10</b></p>  <p>SIX OR MORE AXLE, SINGLE TRAILER</p>
	<p><b>11</b></p>  <p>FIVE OR LESS AXLE, MULTI-TRAILER</p>
	<p><b>12</b></p>  <p>SIX AXLE, MULTI-TRAILER</p>
	<p><b>13</b></p>  <p>SEVEN OR MORE AXLE, MULTI-TRAILER</p>

- Class 1- **Motorcycles:** All two- or three-wheeled motorized vehicles. Typical vehicles in this category have saddle type seats and are steered by handle bars rather than wheels. This category includes motorcycles, motor scooters, mopeds, motor-powered bicycles, and three-wheeled motorcycles.
- Class 2- **Passenger Cars:** All sedans, coupes, and station wagons manufactured primarily for the purpose of carrying passengers and including those passenger cars pulling recreational or other light trailers.
- Class 3- **Other Two-Axle, Four-Tire, Single Unit Vehicles:** All two-axle, four-tire, vehicles other than passenger cars. Included in this classification are pickups, panels, vans, and other vehicles such as campers, motor homes, ambulances, hearses, carryalls, and minibuses. Other two-axle, four-tire single unit vehicles pulling recreational or other light trailers are included in this classification.
- Class 4- **Buses:** All vehicles manufactured as traditional passenger-carrying buses with two axles and six tires or three or more axles. This category includes only traditional buses (including school buses) functioning as passenger-carrying vehicles. Modified buses should be considered to be trucks and be appropriately classified.
- Note:** In reporting information on trucks the following criteria should be used:
- a. Truck tractor units traveling without a trailer will be considered single unit trucks.
  - b. A truck tractor unit pulling other such units in a "saddle mount" configuration will be considered as one single unit truck and will be defined only by axles on the pulling unit.
  - c. Vehicles shall be defined by the number of axles in contact with the roadway. Therefore, "floating" axles are counted only when in the down position.
  - d. The term "trailer" includes both semi- and full trailers.
- Class 5- **Two-Axle, Six-Tire, Single Unit Trucks:** All vehicles on a single frame including trucks, camping and recreational vehicles, motor homes, etc., having two axles and dual rear wheels.
- Class 6- **Three-axle Single unit Trucks:** All vehicles on a single frame including trucks, camping and recreational vehicles, motor homes, etc., having three axles.
- Class 7- **Four or More Axle Single Unit Trucks:** All trucks on a single frame with four or more axles.
- Class 8- **Four or Less Axle Single Trailer Trucks:** All vehicles with four or less axles consisting of two units, one of which is a tractor or straight truck power unit.
- Class 9- **Five-Axle Single Trailer Trucks:** All five-axle vehicles consisting of two units, one of which is a tractor or straight truck power unit.
- Class 10- **Six or More Axle Single Trailer Trucks:** All vehicles with six or more axles consisting of two units, one of which is a tractor or straight truck power unit.
- Class 11- **Five or Less Axle Multi-Trailer Trucks:** All vehicles with five or less axles consisting of three or more units, one of which is a tractor or straight truck power unit
- Class 12- **Six-Axle Multi-Trailer Trucks:** All six-axle vehicles consisting of three or more units, one of which is a tractor or straight truck power unit.
- Class 13- **Seven or More Axle Multi-Trailer Trucks:** All vehicles with seven or more axles consisting of three or more units, one of which is a tractor or straight truck power unit.
- Class 14- **Will be defined by ODOT personnel for special studies.**
- Class 15- **Will by default identify any vehicle which does not conform to the classification criteria for Class 1 through Class 14.**

Joyce B. Sawyer, Register  
 Montgomery County Tennessee

Rec #:	100638	Instrument #:	656516
Rec'd:	35.00	Recorded	
State:	0.00	4/27/2005 at 12:59 PM	
Clerk:	0.00	in Volume	
EDF:	2.00	1033	
Total:	37.00	Pgs 372-378	

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

**BYLAWS OF  
 HOLLY POINT, SECTION 1**

The undersigned, being the Developer and Owner of all lots in Holly Point Subdivision, Section 1, as shown by plat of record in Plat Book E, Page 997-998, (hereinafter called "Holly Point"), in the Register's Office for Montgomery County, Tennessee, does hereby set forth and adopt the following as the By-Laws of the Homeowners Association (hereinafter called the "Association") of Holly Point and declare the same to be covenants running with the land and binding on all present and future owners of any of the lots of Holly Point as shown by said plat of record. The undersigned does hereby desire that this agreement be an amendment to the deed of restrictions in Official Record Book Volume 1033, Page 365, in said Register's Office.

WHEREAS, the Developer does hereby establish this agreement as restrictions on all lots in Holly Point, Section 1; the following covenants are hereby agreed upon and shall be covenants running with the land and shall be binding upon the undersigned and all subsequent owners thereof in any capacity whatsoever.

DEFINITIONS

1. "**Developer**" shall mean or refer to Holly Point, LLC, a Tennessee Limited Liability Company, or its successors or assigns.
2. "**Member or Members**" shall refer to the owner or owners of the lots in Holly Point, Section 1, including subsequent sections, and shall be those persons or entities of which the Homeowners Association is composed.
3. "**Homeowners Association or Association**" shall mean an unincorporated or incorporated Association collectively comprised of the owners of the lots designated on the recorded plat(s).
4. "**Common Areas**" shall mean and refer to such (if any) portions of the property which are designated on the recorded plat as common areas for the nonexclusive use, benefit and enjoyment of the members of the Association, subject to the provisions hereof, together with the areas which are to be maintained by the Association for the common benefit of the members, including principally the median areas, the entrance structures, the lighting fixtures, sidewalks, and landscaping, etc.

**Volume  
 1033 Pg 372**

5. "Lot" shall mean any plat of ground to be used for single family residential purposes and so designated as a lot upon the recorded plat(s).

#### MEMBERS

The Homeowners Association shall be composed of the Owners of the Lots of the Subdivision. Membership in the Association is mandatory and except as provided hereafter in this Agreement and so long as a person or entity is the owner of a Lot in the Subdivision, then such owner is a member of the Homeowners Association, including the Developer (Holly Point, LLC). No other criteria will qualify a person or entity as a member of the Association. The membership of each member shall terminate when such member ceases to be an Owner of a Lot and upon the sale, transfer or other disposition of such member's ownership of the Lot, and upon the occurrence of such an event, such member's membership in the Association shall automatically be transferred to the new Owner succeeding to such ownership of the Lot. In order to preserve the integrity of the Association, the membership of the member in the Association shall be considered appurtenant to the Lot which such member owns and is not capable of assignment, transfer, pledge, hypothecation, conveyance or alienation in any other manner except by conveyance to a subsequent owner whether by deed, foreclosure, inheritance or otherwise.

#### GOVERNMENT OF THE ASSOCIATION

The government of the Association shall be vested in a Board of Directors (hereafter called the "Board"), the directors of which shall be elected annually by majority vote. Each member shall have a number of votes equivalent to the number of Lots which the member owns in the Subdivision. There are presently sixty-three (63) lots in the Subdivision, therefore there are presently sixty-three (63) votes.

#### EFFECTIVE DATE

The effective date of these By-Laws shall be the date of recording this instrument in the office of the Register's Office for Montgomery County, Tennessee.

#### MEMBERSHIP MEETINGS

There shall be an annual meeting of members on the second Wednesday in January of each year. At the first meeting the members shall elect the Directors who shall constitute the First Board. Until the first meeting, the undersigned shall exercise the authority vested in the Board. Special meetings of the members may be called by the president of the Board or by a majority of the

Directors on the Board or by the members having at least 40% of the votes entitled to be cast at a meeting of the members. The special meeting shall be called by delivering written notice to all members not less than ten (10) days prior to the date on which said meeting is called, stating the date, time and place of said special meeting and the matters to be considered. Such notice may be delivered either personally or by U. S. Mail postage prepaid. There must be at least five (5) members elected to the Board of Directors. The Board of Directors shall not include any non-members of the Association.

#### POWERS AND DUTIES OF THE BOARD

The Board shall have the following powers and duties:

- (a) To elect and remove such officers of the Association as a majority of the Board deems necessary.
- (b) To administer the affairs of the Association.
- (c) To elect such officers as the Board shall deem appropriate, provided however there must be at least a president and secretary of the Board elected annually.
- (d) It shall be the duty of the Board to see that the Association meets primarily for its duly appointed purposes.
- (e) The Board may, upon consent of the Board of any other Homeowner's Association and upon unanimous vote of all the directors at a director's meeting specially called for that purpose after ten (10) days written notice to all members, merge this Association with another Homeowner's Association, provided however, that that homeowner's association consents to the merger and that the consenting homeowner's association pertains to other section(s) of Holly Point Subdivision. In case of such merger, the number of votes shall be the total number of all lots in the merged sections.
- (f) To do those things as are reasonably necessary to effectuate the purposes of the Association under the terms and provisions hereafter set out.
- (g) To secure a general liability insurance policy to protect the Association, Members, Board Members, Officers and Agents.
- (h) To provide for the maintenance, repair, irrigation and replacement of the exterior landscaping and decorative fencing and entrance signs and Street Signage located at the entranceway to the Subdivision. This maintenance of entranceway may include erection of a manmade structure in addition to shrubbery; however the design of such manmade entranceway shall be in the sole discretion of the Developer.
- (i) To provide utility services for the entranceway to the Subdivision.
- (j) To provide for the maintenance, repair, irrigation and replacement of the exterior landscaping of any "roadway islands" in the subdivision.
- (k) To mow and clean any lot which is not being maintained in accordance with paragraph 32 of the Deed of Restrictions as to Holly Point, Section 1, and to assess

the costs thereof as a lien in accordance with the provisions of Effect of NonPayment of Assessments as hereafter set out in these By-Laws.

#### WAIVER OF NOTICE OF MEETING OR CONSENT TO ACTION

Any director may waive notice of a meeting, consent to the holding or a meeting without notice or consent to any action proposed to be taken by the Board without a meeting. A Directors attendance at a meeting shall constitute such Directors waiver of notice at said meeting.

#### REMOVAL OF DIRECTORS

Any Director may be removed from office by a vote of the members having at least two thirds (2/3) of the votes entitled to be cast by all the members.

#### COMPENSATION OF DIRECTORS

Members shall receive no compensation for their services as Directors unless expressly provided for in resolutions duly adopted by the majority vote of the votes cast by Members of the Association.

#### QUORUM

A majority of Directors present at a meeting shall constitute a quorum with regard to that meeting. A quorum shall not be required at the annual membership meeting.

#### EFFECT OF NONPAYMENT OF ASSESSMENTS

Any assessment, dues or membership fees not paid within thirty (30) days after the due date thereof shall bear interest from the due date at the highest rate permitted by law.

The lien created hereby may be perfected by the Board by the filing of a Notice of Lien in the Register's Office of Montgomery County, Tennessee setting forth the following:

- (a) The name of the delinquent owner;
- (b) The legal description and street address of the Lot against which the claim of lien is made;
- (c) The total amount claimed to be due and owing for the amount of delinquency, interest thereon, collection costs and reasonable attorney's fees;
- (d) That the claim of lien is made by the Association pursuant to the ByLaws; and,
- (e) That a lien is claimed against the described property in an amount equal to the amount stated, together with all other amounts becoming due from time to time in accordance with the By-Laws.

The Notice of Lien must be signed by the president of the Board and attested to by the secretary.

The Homeowner's Association may enforce its right to collect such assessment by the commencement and maintenance of a suit at law or inequity against the Member who owned the subject realty during the period of time such unpaid assessments accrued. The Board may collect attorney's fees and any other costs incurred in collection. In addition, the Board may enforce the lien by sale in accordance with Section 35-5-101, et seq., of the Tennessee Code Annotated free from the statutory right of redemption, homestead, elective share, rights of appraisal or evaluation, and any and all other rights or exemptions whether statutory or equitable, all of which are expressly waived by any member accepting a deed of any Lot in the Subdivision or any subsequent section.

Notwithstanding anything above stated, any dues, membership fees or assessments must be at least sixty (60) days in arrears before the President or the Board of Directors is authorized to file any such lien. The Board or its President is hereby authorized to release any such liens filed in the Office of the Register of Deeds.

A person who is delinquent of any dues, fees or assessments as provided in these By-Laws, will not be entitled to vote at any meeting or to serve as a Director.

#### DUES

Membership dues, fees and assessments will be established by a majority of the votes cast at the annual meeting. Dues shall be paid annually in advance. A licensed contractor building a house for speculation shall be exempt from dues for a period of time not exceeding one (1) year from the completion of such residence. The Developer (Holly Point, LLC) shall be exempt from dues on any unimproved lots and shall have the same one (1) year exemption as any licensed building contractor as to those lots which are improved.

#### PURPOSE OF THE ASSOCIATION

The purposes of this Homeowner's Association will be as follows:

(1) To provide for the maintenance, repair, irrigation and replacement of the exterior landscaping, decorative fencing, entrance signs, street signs, speed limit signs, etc. located at the

entrance way to the subdivision. This maintenance of entrance way may include erection of a manmade structure such as brick columns, etc. in addition to shrubbery; however such manmade entrance way must be approved at the annual meeting or at a specially called meeting of the membership.

(2) To erect and maintain such street lights as are deemed by the board to be attractive and functional for the subdivision, if not provided by a utility company.

(3) To provide for the maintenance, repair, irrigation and replacement of the exterior landscaping of any "roadway islands" in the subdivision.

(4) To mow and clean any lot which is not being maintained in accordance with paragraph 32 of the Deed of Restrictions as to Holly Point, Section 1, and to assess the costs thereof as a lien.

(5) This Homeowners Association is not established for the purpose of providing any athletic clubs, swimming pools, tennis courts, etc. Membership in the Association is mandatory, however should the Association vote to erect and/or construct any capital improvement such as swimming pool, tennis court, athletic club, etc., then and in such event; any member may resign from the Association until such vote is repealed upon reconsideration. Such resignation must be in writing and delivered to the president of the Board.

(6) The purpose of this Association is not as a political or activist group and it is not formed for the purpose of participating in any litigation or activities outside the above stated purposes.

#### APPLICABILITY TO OTHER SECTIONS OF HOLLY POINT

Should the Developer develop additional sections of Holly Point, the owners of lots in such sections shall be admitted as members to the association.

#### EASEMENT

Each lot owner shall allow the Homeowner's Association and its Board access and ingress and egress over each lot as is reasonably necessary for the Homeowner's Association to accomplish the purposes set out in these By-Laws.

THIS 27 day of April, 2005.

HOLLY POINT, LLC

By: [Signature]  
William Lawson Mabry, Member

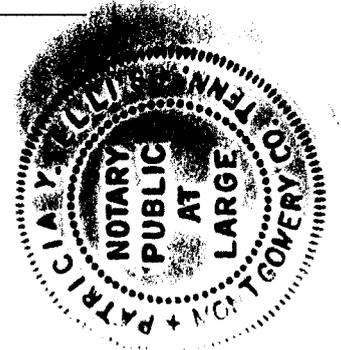
STATE OF TENNESSEE  
COUNTY OF MONTGOMERY

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 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 27<sup>th</sup> day of April, 2005.

[Signature]  
Notary Public

My Commission Expires: 7/11/06



# HOLLY POINT SECTIONS 1-3

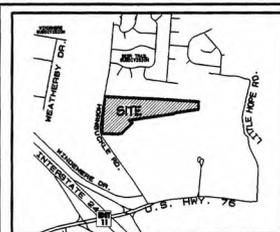


- Section 1
- Section 2
- Section 3



NORTH BASED UPON  
HOLLY POINT SECTION 1  
REC'D IN PB E, PG 997-998

# HOLLY POINT SECTION 1 FINAL PLAT SHEET 1 OF 2

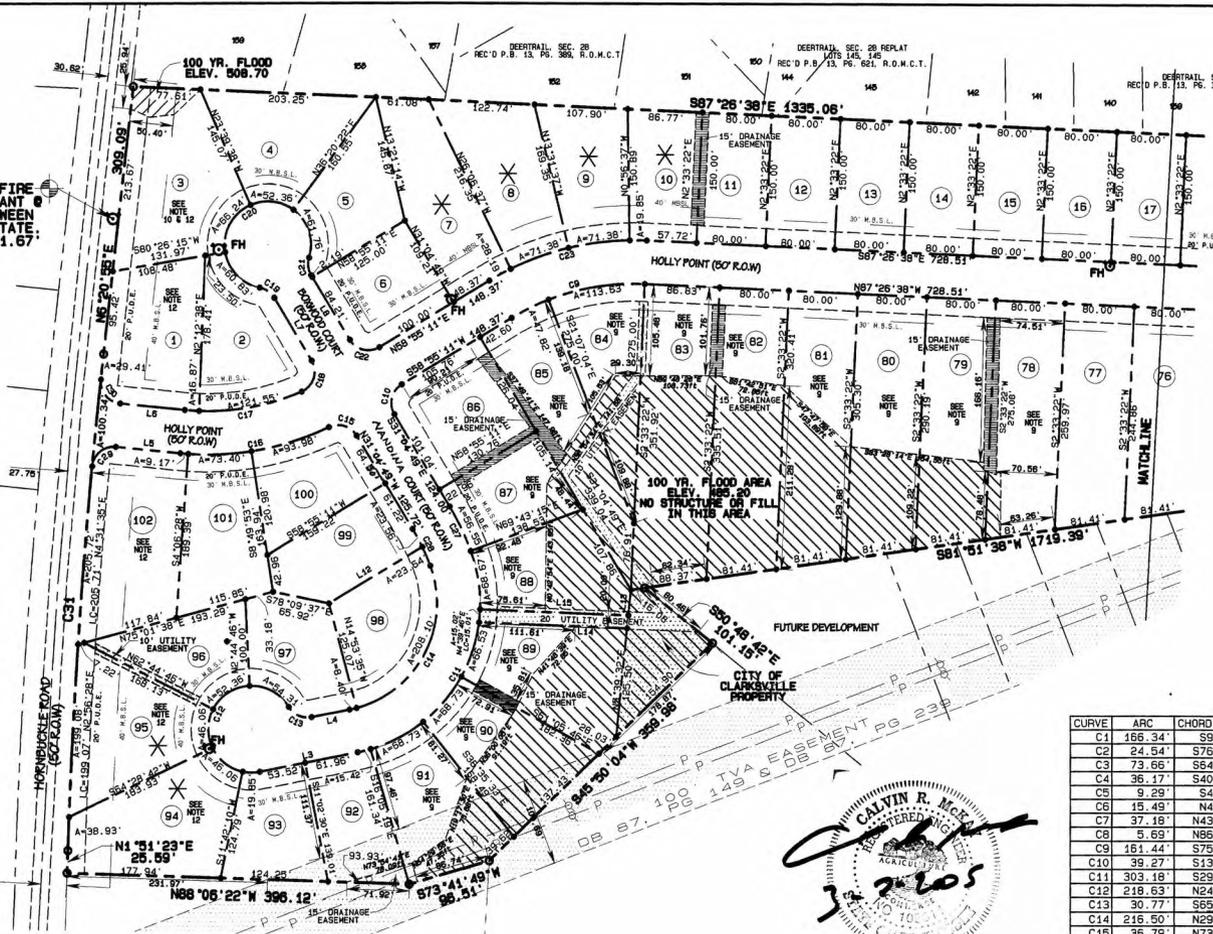


NORTH BASED UPON  
DEERTRAIL SECTION 2B  
PB. 13 PAGE 289 R.O.M.C.T.

\*THESE LOTS HAVE A 40'  
MINIMUM BUILDING SETBACK  
LINE FROM THE RIGHT OF WAY.

NOTE:  
AS NOTED ON FINAL, AN OLD FARM FENCELINE  
MEANDERS WITH THE BOUNDARY SHOWN. THE OLD  
FARM FENCELINE SHALL NOT BE REMOVED, ALTERED  
OR DAMAGED IN ANY MANNER, WITHOUT THE WRITTEN  
CONSENT OF THE AFFECTED ADJACENT PROPERTY OWNER.

- LEGEND:
- 1/2" New Iron Pin @
  - 1/2" Iron Pin Found / Old
  - Fire Hydrant
  - Public Utility Easement
  - Minimum Building Setback Line
  - Centerline
  - Boundary Line



LINE	BEARING	DISTANCE
L1	S1°02'22"E	85.68'
L2	N1°02'22"W	85.12'
L3	S78°57'30"W	115.48'
L4	N78°57'30"E	44.77'
L5	N84°16'29"W	75.02'
L6	S84°16'29"E	75.02'
L7	N31°04'49"W	83.99'
L8	S31°04'49"E	86.40'
L9	S8°08'22"E	13.43'
L10	N8°08'22"W	13.43'
L11	N3°44'26"E	18.85'
L12	S58°58'00"W	126.10'
L13	S5°39'32"W	29.86'
L14	S87°47'45"E	171.80'
L15	S87°47'45"E	172.06'
L16	S4°56'30"E	30.00'

CURVE	ARC	CHORD BEARING	RADIUS	DELTA	CHORD	TANGENT
C1	166.34	S9°02'42"W	50.00'	190°36'31"	99.57'	13.36'
C2	24.54	S76°13'25"W	25.00'	56°15'04"	23.57'	13.36'
C3	73.66	S84°58'45"W	125.00'	33°45'45"	72.80'	37.93'
C4	36.17	S40°24'38"W	25.00'	82°54'00"	33.10'	22.08'
C5	9.29	S4°35'22"E	75.00'	7°06'00"	9.29'	4.65'
C6	15.49	N4°35'22"W	125.00'	7°06'00"	15.49'	7.75'
C7	37.18	N43°38'58"W	25.00'	85°13'12"	33.85'	23.00'
C8	5.69	N86°51'08"W	275.00'	1°11'04"	5.68'	2.84'
C9	161.44	S75°44'17"W	275.00'	33°38'31"	159.13'	83.12'
C10	35.27	S13°55'11"W	25.00'	90°00'00"	35.36'	25.00'
C11	303.18	S29°19'39"W	175.00'	95°15'41"	266.66'	205.65'
C12	218.63	N24°13'22"E	50.00'	250°31'44"	81.65'	
C13	30.77	S65°46'38"E	25.00'	70°31'44"	28.87'	17.68'
C14	216.50	N29°20'22"E	125.00'	99°14'15"	190.44'	146.97'
C15	36.79	N73°14'24"W	25.00'	84°19'11"	33.56'	22.64'
C16	176.55	S80°09'48"W	325.00'	31°07'30"	174.39'	90.51'
C17	138.42	N81°16'18"E	275.00'	28°50'25"	136.97'	70.71'
C18	42.75	N17°54'09"E	25.00'	97°57'54"	37.73'	28.74'
C19	21.03	N55°10'30"W	25.00'	48°11'23"	20.41'	11.18'
C20	241.19	N58°55'11"E	50.00'	276°22'46"	66.67'	
C21	21.03	S65°09'07"E	25.00'	48°11'23"	20.41'	11.18'
C22	39.27	S76°10'49"E	25.00'	90°00'00"	35.36'	25.00'
C23	190.80	N75°44'17"E	325.00'	33°38'11"	188.07'	98.24'
C24	6.72	S86°51'08"W	325.00'	1°11'04"	6.72'	3.36'
C25	57.02	N87°48'02"E	275.00'	11°52'48"	55.92'	28.61'
C26	102.28	N42°48'02"E	75.00'	78°07'12"	94.52'	60.86'
C27	56.55	S25°40'47"E	300.00'	10°48'03"	56.47'	28.36'
C28	47.20	N25°40'47"W	250.00'	10°47'03"	47.13'	23.67'
C29	39.44	S50°31'43"W	25.00'	90°23'35"	35.48'	25.17'
C30	39.44	S39°40'42"E	25.00'	90°23'35"	35.48'	25.17'
C31	673.49	N4°06'09"E	7314.79'	4°29'31"	673.34'	286.89'



### CERTIFICATE OF APPROVAL OF ON-SITE SEWAGE DISPOSAL SYSTEM

I HEREBY CERTIFY THAT THE ON-SITE SEWAGE DISPOSAL SYSTEM INSTALLED OR PROPOSED FOR INSTALLATION FULLY MEETS MINIMUM REQUIREMENTS OF THE TENNESSEE DEPARTMENT OF HEALTH / ENVIRONMENT AS SHOWN HEREON.

\_\_\_\_\_  
DIV. OF GROUNDWATER PROTECTION OFFICIAL      DATE

### NOTARIZATION

STATE OF TENNESSEE, MONTGOMERY COUNTY  
PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY.

\_\_\_\_\_  
WITHIN NAMED BARGAINOR(S), WITH WHOM I AM PERSONALLY KNOWN AND WHO ACKNOWLEDGED THAT THEY EXECUTED THE ABOVE DESCRIBED INSTRUMENT.  
DATE: 4/21/05

- NOTES
- 1) All easements shown may be used for power, telephone, gas, sanitary sewer, storm sewer, water and surface drainage. As well as the design use.
  - 2) A minimum of five feet along the inside of all side lot lines and ten feet along the inside of all rear lot lines is reserved as a utility and/or drainage easement.
  - 3) Bearings and distances shown take precedence over scale.
  - 4) All front and side streets setbacks shall be 30 feet minimum.
  - 5) All driveways culverts shall be 16' x 20'.
  - 6) Any lot in this subdivision may be replatted with the approval of the Montgomery County Regional Planning Commission.
  - 7) It will be the responsibility of the subdivider on the owner to include the above referenced easements as an integral part of the subdivision in such a manner that said areas will be owned and maintained by the present owner or by a prospective property owner unless otherwise noted.
  - 8) The degree of flood protection required hereon is considered reasonable for regulatory purposes and is based on engineering and scientific methods of study. Larger floods may occur on rare occasions or flood heights may be increased by man-made or natural causes, such as bridge openings restricted by debris. This does not imply that areas outside the flood plain district will be free from flooding or flood damages. The approval of this plat shall create liability on the part of the city / county or any officer or employee thereof for any flood damages that result from reliance on this plat or any administrative decision lawfully made.
  - 9) FLOOD CERTIFICATE REQUIRED. Lots 78-85, 87-91 lie within a flood area. The Minimum Finished Floor Elevation (FFE) including basement, heating and cooling units and ductwork shall be a minimum of 486.20 feet. NO STRUCTURE OR FILL TO BE BUILT IN THIS AREA.
  - 10) FLOOD CERTIFICATE REQUIRED. Lot 3 lie within a flood area. The Minimum Finished Floor Elevation (FFE) including basement, heating and cooling units and ductwork shall be a minimum of 509.70 feet. NO STRUCTURE OR FILL TO BE BUILT IN THIS AREA.
  - 11) THE CITY OF CLARKSVILLE HAS ONLY RESPONSIBILITY OF THE FUNCTIONABILITY OF DETENTION / RETENTION BASINS.
  - 12) LOTS 84, 95, 102 SHALL HAVE DRIVEWAY ACCESS FROM WITHIN HOLLY POINT SUBDIVISION AND NOT HORNBUCKLE ROAD.

\_\_\_\_\_  
100 YEAR FLOOD AREA

\_\_\_\_\_  
CITY MAINTAINED DRAINAGE EASEMENT

\_\_\_\_\_  
PUBLIC UTILITY & DRAINAGE EASEMENT

### CERTIFICATE OF OWNERSHIP AND DEDICATION

I HEREBY CERTIFY THAT I AM / WE ARE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I / WE HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT ESTABLISHING THE MINIMUM BUILDING RESTRICTION LINES AND DEDICATE ALL STREETS, ROADS, ALLEYS, WALKS, PARKS, AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS SHOWN.

\_\_\_\_\_  
OWNER(S)      DATE: 4/21/05

### CERTIFICATE OF APPROVAL OF STREETS / ROADS

I HEREBY CERTIFY THAT ALL STREETS / ROADS AND DRAINAGE STRUCTURES HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO THE CITY OR COUNTY SPECIFICATIONS OR THAT A SURETY BOND IN THE AMOUNT OF \_\_\_\_\_ HAS BEEN POSTED WITH THAT OFFICE TO ASSURE COMPLETION OF ALL REQUIRED IMPROVEMENTS IN CASE OF DEFAULT.

\_\_\_\_\_  
SUPER. CITY STREETS OR CO. HWY. SUPER DATE: 4-21-05

### CERTIFICATE OF APPROVAL OF UTILITIES

I HEREBY CERTIFY THAT ALL WATER, SEWER, AND GAS LINES HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO CITY / UTILITY DISTRICT SPECIFICATIONS OR THAT A SURETY BOND IN THE AMOUNT OF \_\_\_\_\_ HAS BEEN POSTED WITH THIS OFFICE TO ASSURE COMPLETION OF ALL REQUIRED IMPROVEMENTS IN CASE OF DEFAULT.

\_\_\_\_\_  
CITY ENGINEER OR UTILITY DIST. OFFICIAL DATE: 3/8/05

### CERTIFICATE OF APPROVAL OF WATER AND SEWERAGE SYSTEM

I HEREBY CERTIFY THAT THE WATER SUPPLY AND OR SEWERAGE DISPOSAL SYSTEM INSTALLED OR PROPOSED FOR INSTALLATION FULLY MEETS MINIMUM REQUIREMENTS OF THE TENNESSEE DEPARTMENT OF PUBLIC HEALTH AS SHOWN HEREON.

\_\_\_\_\_  
COUNTY HEALTH DEPARTMENT OFFICIAL DATE: N/A

### CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON COMPLIES WITH ALL SUBDIVISION REGULATIONS FOR MONTGOMERY COUNTY, TENNESSEE WITH THE EXCEPTION OF SUCH VARIANCES IF ANY AS NOTED IN MINUTES OF THE COMMISSION AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE MONTGOMERY COUNTY REGISTER.

\_\_\_\_\_  
DIR. CLARK-MONT. CO. REG. PLAN. COMM. DATE: 4/21/05

### FINAL PLAT

DATE: 3/3/2005

\_\_\_\_\_  
DATE

### DEED REFERENCE

P.O. Box 949  
Clarksville, TN 37041-0949  
P# 8 821-547-8200 Fax# 8 821-547-7128 www.dbseng.com

\_\_\_\_\_  
DATE

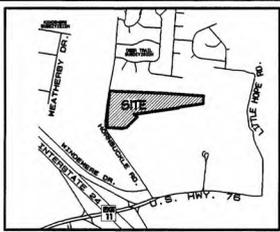
**HOLLY POINT SECT. 1  
FINAL PLAT SHEET 1 OF 2**

TOTAL ACRES 27.86 +/-      TOTAL LOTS 64

ACRES NEW ROAD 3.96 +/-      MILES NEW ROAD .63 +/-

OWNER HOLLY POINT, LLC.      CIVIL DISTRICT 11th

SCALE: 1"=100'



VICINITY MAP  
NOT TO SCALE



NORTH BASED UPON  
DEERTRAIL SECTION 28  
PB. 13 PAGE 289 R.O.M.C.T.

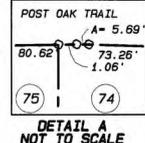
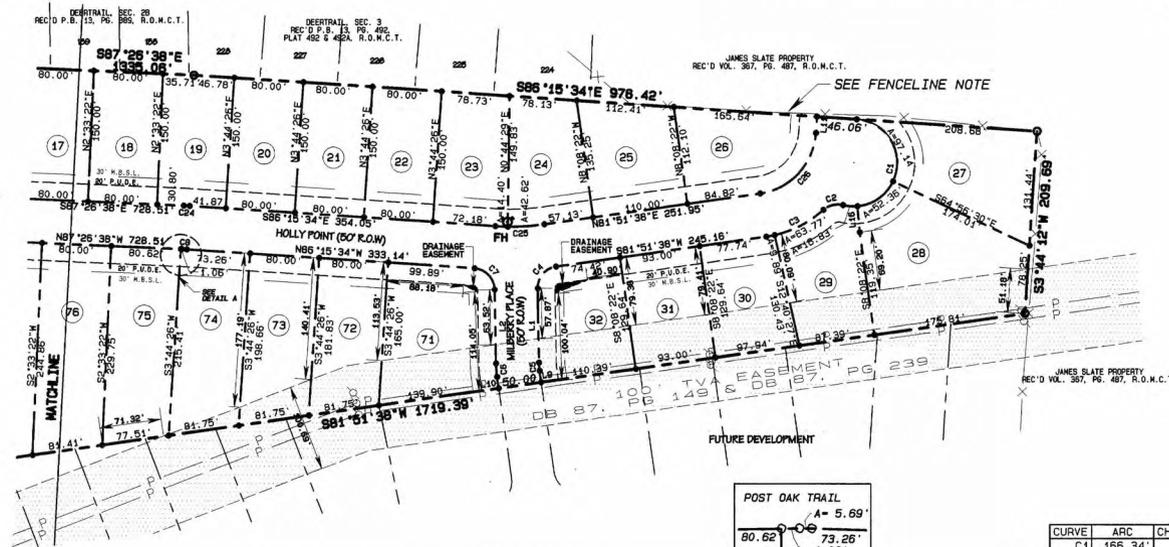
# HOLLY POINT SECTION 1 FINAL PLAT SHEET 2 OF 2

\*THESE LOTS HAVE A 40'  
MINIMUM BUILDING SETBACK  
LINE FROM THE RIGHT OF WAY.

NOTE:  
AS NOTED ON FINAL, AN OLD FARM FENCELINE  
MEANDERS WITH THE BOUNDARY SHOWN. THE OLD  
FARM FENCELINE SHALL NOT BE REMOVED, ALTERED  
OR DAMAGED IN ANY MANNER WITHOUT THE WRITTEN  
CONSENT OF THE AFFECTED ADJACENT PROPERTY OWNER.

- 100 YEAR FLOOD AREA
- CITY MAINTAINED DRAINAGE EASEMENT
- PUBLIC UTILITY & DRAINAGE EASEMENT

- LEGEND:
- 1/2" New Iron Pin
  - 1/2" Iron Pin Found / Old
  - Fire Hydrant
  - Public Utility Easement
  - Minimum Building Setback Line
  - Centerline
  - Boundary Line



LINE	BEARING	DISTANCE
L1	S1°02'22"E	65.68'
L2	N1°02'22"W	85.12'
L3	S78°57'30"W	115.48'
L4	N78°57'30"E	44.77'
L5	N84°16'29"W	75.02'
L6	S84°16'29"E	75.02'
L7	N31°04'49"W	83.99'
L8	S31°04'49"E	86.40'
L9	S8°08'22"E	13.43'
L10	N8°08'22"W	13.43'
L11	N3°44'26"E	18.85'
L12	S58°58'00"W	126.10'
L13	S5°39'32"W	29.86'
L14	S87°47'45"E	171.80'
L15	S87°47'45"E	172.06'
L16	S4°56'30"E	30.00'

CURVE	ARC	CHORD	BEARING	RADIUS	DELTA	CHORD	TANGENT
C1	166.34'	S9°02'42"W	50.00'	190°36'31"	99.57'		
C2	24.54'	S76°13'25"W	25.00'	56°15'04"	23.57'	13.36'	
C3	73.66'	S64°58'48"W	125.00'	33°45'45"	72.60'	37.93'	
C4	36.17'	S40°24'38"W	25.00'	62°54'00"	33.10'	22.08'	
C5	9.29'	S4°35'22"E	75.00'	7°06'00"	9.29'	4.65'	
C6	15.49'	N4°35'22"E	125.00'	7°06'00"	15.48'	7.75'	
C7	37.18'	N43°38'58"W	25.00'	85°13'12"	33.85'	23.00'	
C8	5.69'	N86°51'06"W	275.00'	1°11'04"	5.68'	2.84'	
C9	161.44'	S75°44'17"W	275.00'	33°38'11"	159.13'	83.12'	
C10	39.27'	S13°55'11"W	25.00'	90°00'00"	35.36'	25.00'	
C11	303.18'	S29°19'39"W	175.00'	99°15'41"	266.66'	205.85'	
C12	218.63'	N24°13'22"E	50.00'	250°31'44"	81.65'	81.65'	
C13	30.77'	S85°46'39"E	25.00'	70°31'44"	28.67'	17.69'	
C14	216.50'	N29°20'22"E	125.00'	99°14'15"	190.44'	146.97'	
C15	36.79'	N73°14'24"W	25.00'	84°19'11"	33.56'	22.64'	
C16	176.55'	S80°09'46"W	325.00'	31°07'30"	174.39'	90.51'	
C17	138.42'	N81°18'18"E	275.00'	28°50'25"	136.97'	70.71'	
C18	42.75'	N17°54'09"E	25.00'	97°57'54"	37.73'	28.74'	
C19	21.03'	N55°10'30"W	25.00'	48°11'23"	20.41'	11.18'	
C20	241.19'	N69°55'11"E	50.00'	276°22'46"	66.67'	66.67'	
C21	21.03'	S6°59'07"E	25.00'	88°11'23"	20.41'	11.18'	
C22	39.27'	S76°04'49"E	25.00'	90°00'00"	35.36'	25.00'	
C23	190.80'	N75°44'17"E	325.00'	33°38'11"	188.07'	98.24'	
C24	6.72'	S86°51'06"E	325.00'	1°11'04"	6.72'	3.36'	
C25	57.02'	N87°48'02"E	275.00'	11°52'48"	56.92'	28.61'	
C26	102.26'	N42°48'02"E	75.00'	78°07'12"	94.52'	60.86'	
C27	56.50'	S25°40'47"E	300.00'	10°49'03"	56.47'	28.36'	
C28	47.20'	N25°40'17"W	250.77'	10°47'03"	47.13'	23.67'	
C29	39.44'	S50°31'43"W	25.00'	90°23'35"	35.48'	25.17'	
C30	39.44'	S39°04'42"E	25.00'	90°23'35"	35.48'	25.17'	
C31	573.49'	N4°06'09"E	7314.79'	4°29'31"	573.34'	286.89'	



CERTIFICATE OF APPROVAL OF ON-SITE SEWAGE DISPOSAL SYSTEM

I HEREBY CERTIFY THAT THE ON-SITE SEWAGE DISPOSAL SYSTEM INSTALLED OR PROPOSED FOR INSTALLATION FULLY MEETS MINIMUM REQUIREMENTS OF THE TENNESSEE DEPARTMENT OF HEALTH / ENVIRONMENT AS SHOWN HEREON.

*NA*

DIV. OF GROUNDWATER PROTECTION OFFICIAL DATE

NOTARIZATION

STATE OF TENNESSEE, MONTGOMERY COUNTY

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED, A PUBLIC NOTARY PUBLIC, AND FOR SAID STATE AND COUNTY,

*David B. Smith*

David B. Smith, Notary Public, My Commission Expires 9-27-05

NOTES

- All easements shown may be used for power, telephone, gas, sanitary sewer, storm sewer, water and surface drainage, as well as the designed use.
- A minimum of five feet along the inside of all side lot lines and ten feet along the inside of all rear lot lines is reserved as a utility and/or drainage easement.
- Bearings and distances shown take precedence over scale.
- All front and side streets setbacks shall be 30 feet minimum.
- All driveways culverts shall be 18" x 20".
- Any lot in this subdivision may be replatted with the approval of the Montgomery County Regional Planning Commission.
- It will be the responsibility of the subdivision or the owner to include the above referenced easements as an integral part of the subdivision in such a manner that said areas will be owned and maintained by the present owner or by a prospective property owner unless otherwise noted.
- The degree of flood protection required hereon is considered reasonable for regulatory purposes and is based on engineering and scientific methods of study. Larger floods may occur on rare occasions or flood heights may be increased by man-made or natural causes, such as bridge openings restricted by debris. This does not imply that areas outside the flood plain district will be free from flooding or flood damages. The approval of this plat shall not create liability on the part of the city / county or any officer or employee thereof for any flood damages that result from reliance on this plat or any administrative decision lawfully made.
- FLOOD CERTIFICATE REQUIRED. Lots 79-95, 87-91 lie within a flood area. The minimum Finished Floor Elevation (FFE) including basement, heating and cooling units and outdoors shall be a minimum of 486.20 feet. NO STRUCTURE OR FILL TO BE BUILT IN THIS AREA.
- FLOOD CERTIFICATE REQUIRED. Lot 3 lie within a flood area. The minimum Finished Floor Elevation (FFE) including basement, heating and cooling units and outdoors shall be a minimum of 509.70 feet. NO STRUCTURE OR FILL TO BE BUILT IN THIS AREA.
- THE CITY OF CLARKSVILLE HAS ONLY RESPONSIBILITY OF THE FUNCTIONALITY OF DETENTION/RETENTION BASINS.
- LOTS 1, 3, 9, 45, 102 SHALL HAVE DRIVEWAY ACCESS FROM WITHIN HOLLY POINT SUBDIVISION AND NOT HORNBUCKLE ROAD.

PROJ. DRAWING: P101250 (Holly Point) Holly Point 1FN.pln PRO JOB NUMBER: R591250  
DRAWN BY: YES CHECKED BY: MPA

CERTIFICATE OF OWNERSHIP AND DEDICATION

I / WE HEREBY CERTIFY THAT I AM / WE ARE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I / WE HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT ESTABLISHING THE MINIMUM BUILDING RESTRICTIONS AND DEDICATE ALL STREETS, ROADS, ALLEYS, WALKS, PARKS, AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS SHOWN.

*Cliff Mays* 4/27/05

OWNER(S) DATE

CERTIFICATE OF ACCURACY

I HEREBY CERTIFY THAT THE PLAN SHOWN AND CORRECT SURVEY THEREON WAS PREPARED BY THE CLARKSVILLE REGIONAL PLANNING COMMISSION AND THAT THE COMMISSION HAS BEEN ADVISED AS SHOWN HEREON.

*Cliff Mays* 4/27/05

DATE

CERTIFICATE OF APPROVAL OF STREETS / ROADS

I HEREBY CERTIFY THAT ALL STREETS / ROADS OR DRAINAGE STRUCTURES HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO THE CITY OR COUNTY SPECIFICATIONS OR THAT A SURETY BOND IN THE AMOUNT OF \_\_\_\_\_ HAS BEEN POSTED WITH THAT OFFICE TO ASSURE COMPLETION OF ALL REQUIRED IMPROVEMENTS IN CASE OF DEFAULT.

*Chris Stamm* 4-27-05

SUPER. CITY STREETS OR CO. HIGH. SUPER. DATE

CERTIFICATE OF APPROVAL OF UTILITIES

I HEREBY CERTIFY THAT ALL WATER, SEWER, AND GAS LINES HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO CITY / UTILITY DISTRICT SPECIFICATIONS OR THAT A SURETY BOND IN THE AMOUNT OF \_\_\_\_\_ HAS BEEN POSTED WITH THAT OFFICE TO ASSURE COMPLETION OF ALL REQUIRED IMPROVEMENTS IN CASE OF DEFAULT.

*Chris Stamm* 3/8/05

CITY ENGINEER OR UTILITY DIST. OFFICIAL DATE

CERTIFICATE OF APPROVAL OF WATER AND SEWERAGE SYSTEM

I HEREBY CERTIFY THAT THE WATER SUPPLY AND SEWERAGE DISPOSAL SYSTEM INSTALLED OR PROPOSED FOR INSTALLATION FULLY MEETS MINIMUM REQUIREMENTS OF THE TENNESSEE DEPARTMENT OF PUBLIC HEALTH AS SHOWN HEREON.

*NA*

CITY HEALTH DEPARTMENT OFFICIAL DATE

CERTIFICATE OF APPROVAL FOR RECORDING

HOLLY POINT SECT. 1  
FINAL PLAT SHEET 2 OF 2

FINAL PLAT 3/3/2005  
DEED REFERENCE O.V.R. 936, PAGE 278, R.O.M.C.T.

TOTAL ACRES 27.86 +/- TOTAL LOTS 64

ACRES NEW ROAD 3.95 +/- MILES NEW ROAD .63 +/-  
OWNER HOLLY POINT, LLC. CIVIL DISTRICT 11th

SCALE: 1"=100'

CERTIFICATE OF APPROVAL OF OWNERSHIP AND DEDICATION

I / WE HEREBY CERTIFY THAT I AM / WE ARE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I / WE HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT ESTABLISHING THE MINIMUM BUILDING RESTRICTIONS AND DEDICATE ALL STREETS, ROADS, ALLEYS, WALKS, PARKS, AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS SHOWN.

*Cliff Mays* 4/27/05

OWNER(S) DATE

CERTIFICATE OF ACCURACY

I HEREBY CERTIFY THAT THE PLAN SHOWN AND CORRECT SURVEY THEREON WAS PREPARED BY THE CLARKSVILLE REGIONAL PLANNING COMMISSION AND THAT THE COMMISSION HAS BEEN ADVISED AS SHOWN HEREON.

*Cliff Mays* 4/27/05

DATE

CERTIFICATE OF APPROVAL OF STREETS / ROADS

I HEREBY CERTIFY THAT ALL STREETS / ROADS OR DRAINAGE STRUCTURES HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO THE CITY OR COUNTY SPECIFICATIONS OR THAT A SURETY BOND IN THE AMOUNT OF \_\_\_\_\_ HAS BEEN POSTED WITH THAT OFFICE TO ASSURE COMPLETION OF ALL REQUIRED IMPROVEMENTS IN CASE OF DEFAULT.

*Chris Stamm* 4-27-05

SUPER. CITY STREETS OR CO. HIGH. SUPER. DATE

CERTIFICATE OF APPROVAL OF UTILITIES

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*Chris Stamm* 3/8/05

CITY ENGINEER OR UTILITY DIST. OFFICIAL DATE

CERTIFICATE OF APPROVAL OF WATER AND SEWERAGE SYSTEM

I HEREBY CERTIFY THAT THE WATER SUPPLY AND SEWERAGE DISPOSAL SYSTEM INSTALLED OR PROPOSED FOR INSTALLATION FULLY MEETS MINIMUM REQUIREMENTS OF THE TENNESSEE DEPARTMENT OF PUBLIC HEALTH AS SHOWN HEREON.

*NA*

CITY HEALTH DEPARTMENT OFFICIAL DATE

CERTIFICATE OF APPROVAL FOR RECORDING

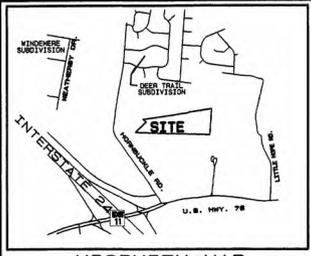
HOLLY POINT SECT. 1  
FINAL PLAT SHEET 2 OF 2

FINAL PLAT 3/3/2005  
DEED REFERENCE O.V.R. 936, PAGE 278, R.O.M.C.T.

TOTAL ACRES 27.86 +/- TOTAL LOTS 64

ACRES NEW ROAD 3.95 +/- MILES NEW ROAD .63 +/-  
OWNER HOLLY POINT, LLC. CIVIL DISTRICT 11th

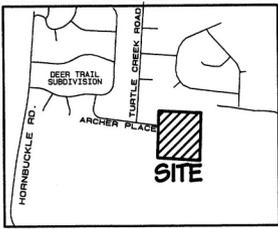
SCALE: 1"=100'



HOLLY POINT SECTION 2 FINAL PLAT MONTGOMERY COUNTY, TENNESSEE

Rock # F-24 Joyce B. Sawyer, Register Montgomery County Tennessee Rec #: 127210 Instrument #: 708147 State: 15.00 Recorded Date: 0.00 7/26/2006 at 8:40 AM Clerk: 0.00 in Plat EDP: 2.00 Pgs 240-240 Total: 17.00





VICINITY MAP  
NOT TO SCALE

LINE	BEARING	DISTANCE
L1	N31°06'32"W	57.30ft
L2	N1°05'47"W	45.95ft
L3	S31°06'32"E	57.30ft

LINE	RADIUS	ARC	DELTA	CHORD BEARING	CHORD	TANGENT
C1	75.00ft	44.78ft	34°12'37"	N14°00'13"W	44.12ft	23.08ft
C2	125.00ft	48.88ft	22°54'18"	N19°54'23"W	48.57ft	24.75ft
C3	25.00ft	33.95ft	77°49'55"	N47°37'11"W	31.41ft	20.18ft
C4	25.00ft	41.25ft	94°33'39"	N46°11'02"E	36.73ft	27.07ft
C5	125.00ft	204.74ft	93°50'46"	N45°49'36"E	182.61ft	133.69ft
C6	75.00ft	122.84ft	93°50'46"	S45°49'36"W	109.57ft	80.21ft
C7	75.00ft	39.29ft	30°00'44"	S16°06'10"E	38.84ft	20.10ft
C8	125.00ft	75.22ft	34°28'49"	S13°52'07"E	74.09ft	38.79ft

**NOTARIZATION**

STATE OF TENNESSEE, MONTGOMERY COUNTY  
PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED, A  
NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY.

THE WITHIN NAMED BARGAINOR(S), WITH WHOM I AM PERSONALLY  
ACQUAINTED AND WHO ACKNOWLEDGED THAT THEY EXECUTED  
THE WITHIN DESCRIBED INSTRUMENT.

*[Signature]* MY COMMISSION  
NOTARY PUBLIC DATE EXPIRES

**CERTIFICATE OF OWNERSHIP AND DEDICATION**

I / WE HEREBY CERTIFY THAT I AM / WE ARE OWNER(S) OF THE  
PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I / WE  
HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR)  
FREE CONSENT ESTABLISHING THE MINIMUM BUILDING RESTRICTION  
LINES AND DEDICATE ALL STREETS, ROADS, ALLEYS, WALKS,  
PARKS, AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE  
AS SHOWN.

*[Signature]* OWNER(S) DATE

**CERTIFICATE OF APPROVAL OF ON-SITE  
SEWAGE DISPOSAL SYSTEM**

APPROVAL IS HEREBY GIVEN FOR LOTS 103-115 DEFINED AS  
MONTGOMERY COUNTY, TENNESSEE, AS BEING SUITABLE  
FOR SEWERAGE SERVICE DISPOSAL UNDER THE MINIMUM BUILDING  
RESTRICTIONS LISTED ON ATTACHED RESTRICTIONS. PRIOR TO ANY CONSTRUCTION  
OF A STRUCTURE, MOBILE OR PERMANENT, THE PLANS FOR THE  
EXACT HOUSE/STRUCTURE LOCATION MUST BE  
APPROVED AND A COPY MUST BE FILED WITH THE  
DIVISION OF GROUND WATER PROTECTION. WATER TAPS,  
WATER LINES, UNDERGROUND UTILITIES, AND OTHER DEVICES  
SHOULD BE LOCATED AT THE SIDE PROPERTY LINES,  
UNLESS OTHERWISE NOTED. ANY CUTTING, FILLING, OR  
ALTERATIONS OF THE SOIL CONDITIONS MAY VOID THIS  
APPROVAL.

*[Signature]* DIV. OF GROUNDWATER PROTECTION OFFICIAL DATE

**NOTARIZATION**

STATE OF TENNESSEE, MONTGOMERY COUNTY  
PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED, A  
NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY.

*[Signature]* I HEREBY CERTIFY THAT I AM / WE ARE PERSONALLY  
ACQUAINTED AND WHO ACKNOWLEDGED THAT THEY EXECUTED  
THE WITHIN DESCRIBED INSTRUMENT.

*[Signature]* MY COMMISSION  
NOTARY PUBLIC DATE EXPIRES

**CERTIFICATE OF OWNERSHIP AND DEDICATION**

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PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I / WE  
HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR)  
FREE CONSENT ESTABLISHING THE MINIMUM BUILDING RESTRICTION  
LINES AND DEDICATE ALL STREETS, ROADS, ALLEYS, WALKS,  
PARKS, AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE  
AS SHOWN.

*[Signature]* OWNER(S) DATE

- NOTES
- All easements shown may be used for power, telephone,  
sanitary sewer, storm sewer, water and surface drainage.  
As well as the designed use.
  - A minimum of five feet along the inside of all side lot lines  
and ten feet along the inside of all rear lot lines is reserved as  
a utility and/or drainage easement.
  - Bearings and distances shown take precedence over scale.
  - All front and side streets setbacks shall be 30 feet minimum.
  - All driveways culverts shall be 18' X 20'.
  - Any lot in this subdivision may be replatted with the  
approval of the Montgomery County Regional Planning  
Commission.
  - It will be the responsibility of the subdivider or the owner  
to include the above referenced easements be an integral part  
of the subdivision in such a manner that said areas will be owned  
and maintained by the present owner or by a prospective  
property owner unless otherwise noted.
  - The degree of flood protection required hereon is considered reasonable  
for regulatory purposes and is based on engineering and scientific  
methods of study. Larger floods may occur on rare occasions or flood  
heights may be increased by man-made or natural causes, such as bridge  
openings restricted by debris. This does not imply that areas outside the  
flood plain district will be free from flooding or flood damages. The approval  
of this plat shall not create liability on the part of the city / county or any  
officer or employee thereof for any flood damages that result from reliance  
on this plat or any administrative decision lawfully made.
  - FLOOD CERTIFICATE REQUIRED. Lots 107 - 110  
lie within a flood area. The minimum Finished Floor Elevation (FFE)  
including basement, heating and cooling units and ductwork shall be  
a minimum of 517.60 feet. NO STRUCTURE OR FILL TO BE BUILT IN  
THIS AREA.
  - FLOOD CERTIFICATE REQUIRED. Lots 111 & 115  
lie within a flood area. The minimum Finished Floor Elevation (FFE)  
including basement, heating and cooling units and ductwork shall be  
a minimum of 520.60 feet. NO STRUCTURE OR FILL TO BE BUILT IN  
THIS AREA.
  - THE CITY OF CLARKSVILLE HAS ONLY RESPONSIBILITY OF THE  
FUNCTIONABILITY OF DETENTION/RETENTION BASINS.
  - WATER QUALITY STRUCTURE LOCATED ON LOTS 107 - 110. THE  
AREA UNDER EASEMENT MAY HAVE STANDING WATER AT TIMES.

**CITY MAINTAINED  
DRAINAGE EASEMENT**

**100 YEAR FLOOD  
AREA**

**PUBLIC UTILITY &  
DRAINAGE EASEMENT**

LEGEND:

- 1/2" New Iron Pin
- 1/2" Iron Pin Found or Old
- Fire Hydrant
- Public Utility Easement
- Minimum Building Setback Line
- Centerline
- Boundary Line

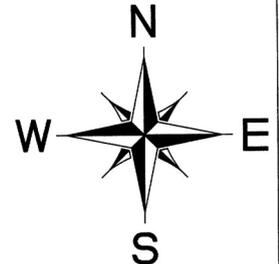
P: 15741 RS (Holly Point 3) HOLLYPOINT3-FNL.pro  
MAP NUMBER: 682147  
DRAWN BY: VES CHECKED BY: [Signature]

# HOLLY POINT SECTION 3 FINAL PLAT

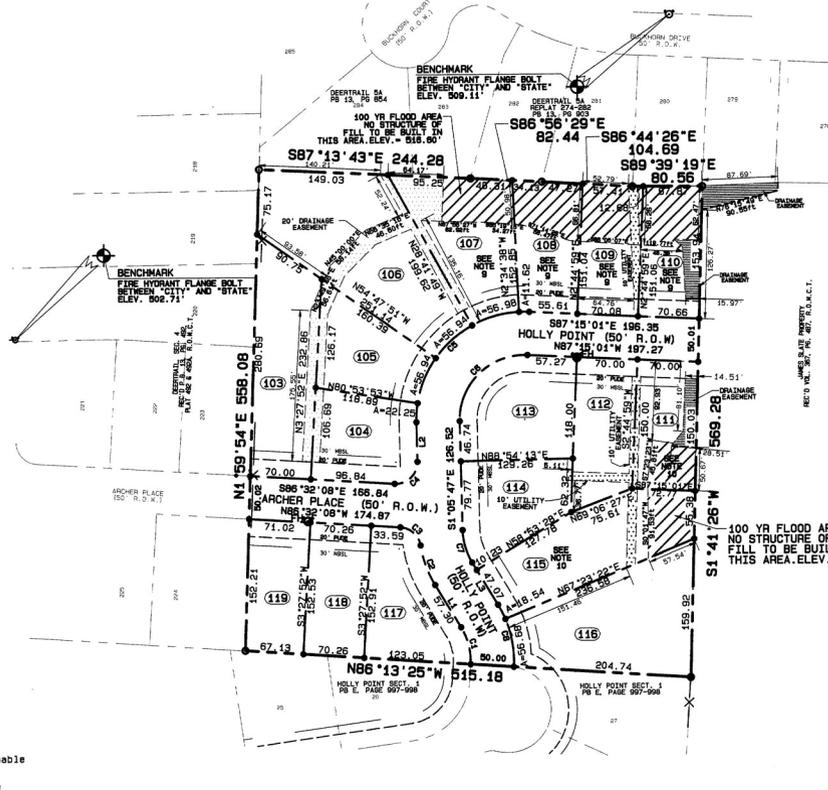
(CLARKSVILLE ORDINANCE 69-2005-04 OPTION)  
MONTGOMERY COUNTY, TN

Joyce B. Sawyer, Register  
Montgomery County Tennessee  
Rec #: 121473  
Instrument #: 696892  
State: 0.00  
Date: 4/25/2006 at 8:19 AM  
Clock: 0.00  
SPP: 2.00  
Total: 17.00  
Pgs 1183-1183

Rack # E-395



NORTH BASED UPON  
HOLLY POINT SECTION 1  
REC'D IN PB E, PG 997-998



NOTE: SIDEWALKS AND UNDERGROUND ELECTRIC ARE  
REQUIRED FOR THIS DEVELOPMENT.

**DBS & Associates**  
Engineering  
330 North Second Street  
P.O. Box 949  
Clarksville, TN 37041-0949  
Ph: 931-647-5995  
Fax: 931-647-7135 www.dbsengr.com  
Engineers • Surveyors • Planners

**CERTIFICATE OF OWNERSHIP AND DEDICATION**

I / WE HEREBY CERTIFY THAT I AM / WE ARE OWNER(S) OF THE  
PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I / WE  
HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR)  
FREE CONSENT ESTABLISHING THE MINIMUM BUILDING RESTRICTION  
LINES AND DEDICATE ALL STREETS, ROADS, ALLEYS, WALKS,  
PARKS, AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE  
AS SHOWN.

*[Signature]* OWNER(S) DATE

**CERTIFICATE OF APPROVAL OF STREETS / ROADS**

I HEREBY CERTIFY THAT ALL STREETS / ROADS AND  
DRAINAGE STRUCTURES HAVE BEEN INSTALLED IN AN  
ACCEPTABLE MANNER AND ACCORDING TO THE CITY  
OR COUNTY SPECIFICATIONS OR THAT A SURETY BOND  
IN THE AMOUNT OF \$20,000 HAS BEEN POSTED  
WITH THAT OFFICE TO ASSURE COMPLETION OF ALL  
REQUIRED IMPROVEMENTS IN CASE OF DEFAULT.

*[Signature]* SUPER. CITY STREETS OR CO. HWY. SUPER DATE

**CERTIFICATE OF APPROVAL OF UTILITIES**

I HEREBY CERTIFY THAT ALL WATER, SEWER, AND  
GAS LINES HAVE BEEN INSTALLED IN AN ACCEPTABLE  
MANNER AND ACCORDING TO CITY / UTILITY DISTRICT  
SPECIFICATIONS OR THAT A SURETY BOND IN THE  
AMOUNT OF \$20,000 HAS BEEN POSTED  
WITH THAT OFFICE TO ASSURE COMPLETION OF ALL  
REQUIRED IMPROVEMENTS IN CASE OF DEFAULT.

*[Signature]* MONTGOMERY COUNTY  
BUILDINGS & CODES DEPT. DATE

**CERTIFICATE OF APPROVAL OF DRAINAGE OUTSIDE  
RIGHT OF WAY**

I HEREBY CERTIFY THAT ALL DRAINAGE  
STRUCTURES OUTSIDE OF THE ROAD  
RIGHT OF WAY HAVE BEEN INSTALLED IN AN  
ACCEPTABLE MANNER AND ACCORDING  
TO THE COUNTY STORM WATER MANAGEMENT  
RESOLUTION AND THAT A MAINTENANCE BOND OF  
\$20,000 HAS BEEN POSTED.

*[Signature]* DATE

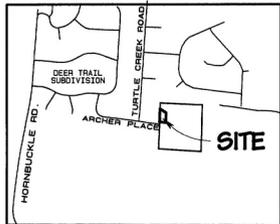
**CERTIFICATE OF APPROVAL FOR RECORDING**

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT  
SHOWN HEREON COMPLIES WITH ALL SUBDIVISION  
REGULATIONS FOR MONTGOMERY COUNTY, TENNESSEE  
WITH THE EXCEPTION OF SUCH VARIANCES IF ANY  
AS NOTED IN MINUTES OF THE COMMISSION AND THAT  
IT HAS BEEN APPROVED FOR RECORDING IN THE  
OFFICE OF THE MONTGOMERY COUNTY REGISTER.

*[Signature]* DIR. CLARK-MONT. CO. REG. PLAN. COMM. DATE

FINAL PLAT 4-12-06	DEED REFERENCE: PORTION OF MAP 63, PARCEL 21.00
DATE	Q.V.R. 367, PAGE 478, R.O.M.C.T.
TOTAL ACRES 6.63+/-	TOTAL LOTS 17
ACRES NEW ROAD .98+/-	MILES NEW ROAD .17+/-
OWNER ROB DURETT	CIVIL DISTRICT 11TH

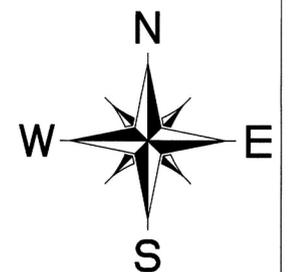
SCALE: 1"=100'



VICINITY MAP  
NOT TO SCALE

# HOLLY POINT SECTION 3 REPLAT OF LOT 103

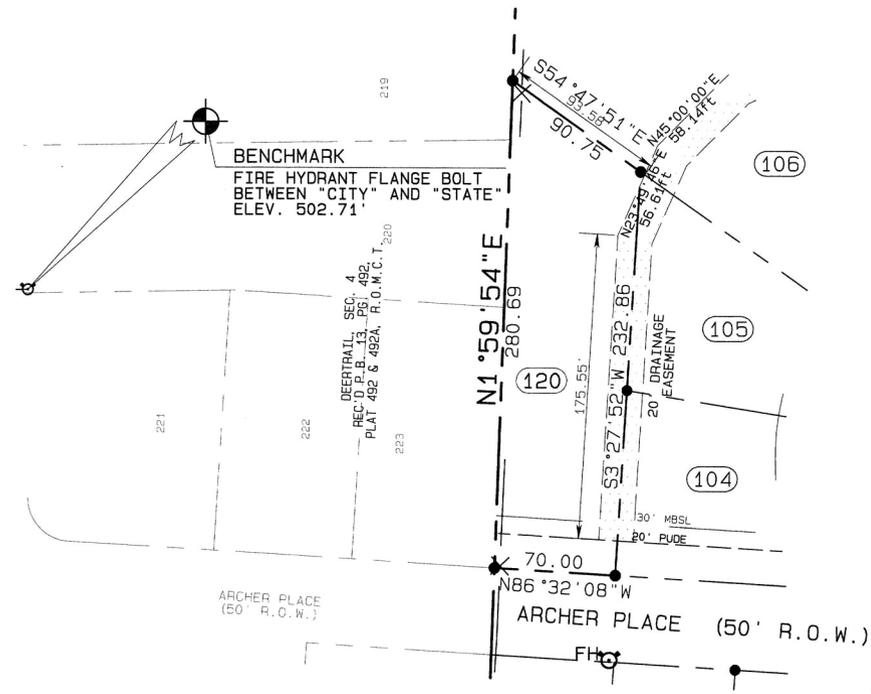
MONTGOMERY COUNTY, TN



NORTH BASED UPON  
HOLLY POINT SECTION 1  
REC'D IN PB E, PG 997-998

REASON FOR REPLAT:  
RENUMBER LOT 103

- NOTES**
- 1) All easements shown may be used for power, telephone, gas, sanitary sewer, storm sewer, water and surface drainage. As well as the designed use.
  - 2) A minimum of five feet along the inside of all side lot lines and ten feet along the inside of all rear lot lines is reserved as a utility and/or drainage easement.
  - 3) Bearings and distances shown take precedence over scale.
  - 4) All front and side streets setbacks shall be 30 feet minimum.
  - 5) All driveways culverts shall be a minimum of 18' X 20'.
  - 6) Any lot in this subdivision may be replatted with the approval of the Montgomery County Regional Planning Commission.
  - 7) It will be the responsibility of the subdivider or the owner to include the above referenced easements as an integral part of the subdivision in such a manner that said areas will be owned and maintained by the present owner or by a prospective property owner unless otherwise noted.
  - 8) The degree of flood protection required hereon is considered reasonable for regulatory purposes and is based on engineering and scientific methods of study. Larger floods may occur on rare occasions or flood heights may be increased by man-made or natural causes, such as bridge openings restricted by debris. This does not imply that areas outside the flood plain district will be free from flooding or flood damages. The approval of this plat shall not create liability on the part of the city / county or any officer or employee thereof for any flood damages that result from reliance on this plat or any administrative decision lawfully made.
  - 9) THE CITY OF CLARKSVILLE HAS ONLY RESPONSIBILITY OF THE FUNCTIONABILITY OF DETENTION/ RETENTION BASINS.



Connie W. Bell, Register  
Montgomery County Tennessee  
Rec #: 133488 Instrument #: 719634  
Rec'd: 15.00 Recorded  
State: 0.00 10/26/2006 at 1:17 PM  
Clerk: 0.00 In Plat  
SOP: 2.00 F  
Total: 17.00 Pgs 302-302

Back #54

Plat  
Pg 302

**CERTIFICATE OF APPROVAL OF ON-SITE SEWAGE DISPOSAL SYSTEM**

APPROVAL IS HEREBY GIVEN FOR LOTS DEFINED AS COUNTY, TENNESSEE, AS BEING SUITABLE FOR SURFACE SEWAGE DISPOSAL USED WITH THE LISTED OR ATTACHED RESTRICTIONS, PRIOR TO ANY CONSTRUCTION OF A STRUCTURE, MOBILE OR PERMANENT, THE PLANS FOR THE EXACT HOUSE/STRUCTURE LOCATION MUST BE APPROVED AND A RSD SYSTEM PERMIT ISSUED BY THE DIVISION OF WASTEWATER PROTECTION. WATER TAPS SHALL BE LOCATED AT THE SITE PROPERTY UNLESS OTHERWISE NOTED. ANY CHANGES, ADDITIONS OR ALTERATIONS OF THE BOTH CONDITIONS MAY VOID THIS APPROVAL.

*N/A*

DIV. OF GROUNDWATER PROTECTION OFFICIAL DATE

**NOTARIZATION**

STATE OF TENNESSEE, COUNTY OF CLARKSVILLE, COUNTY PERSONALLY APPEARED AND UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF TENNESSEE.

THE WITHIN SIGNED (SIGNED) WITH WHOM I AM PERSONALLY ACQUAINTED AND WHOSE SIGNATURE I HAVE EXECUTED

THE WITHIN DESIGNATED INSTRUMENT, FILING OR ALTERATIONS OF THE BOTH CONDITIONS MAY VOID THIS APPROVAL.

NOTARY PUBLIC DATE



PUBLIC UTILITY & DRAINAGE EASEMENT

NOTE: SIDEWALKS AND UNDERGROUND ELECTRIC ARE REQUIRED FOR THIS DEVELOPMENT.

**LEGEND:**  
1/2" New Iron Pin  
1/2" Iron Pin Found or Old  
Fire Hydrant  
Public Utility Easement  
Minimum Building Setback Line  
Centerline  
Boundary Line

P: 15744 RS (Holly Point 3) \HOLLYPOINT3-103-rp1.ppt  
JOB NUMBER: 15744  
DRAWN BY: VBS CHECKED BY: MJA

OWNER: ROB DURRETT  
P. O. BOX 2308  
CLARKSVILLE, TN 37042  
PHONE NUMBER: 552-0858

**D&S Associates Engineering**  
330 North Second Street  
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**CERTIFICATE OF OWNERSHIP AND DEDICATION**

I / WE HEREBY CERTIFY THAT I AM / WE ARE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I / WE HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT ESTABLISHING THE MINIMUM BUILDING RESTRICTIONS LINES AND DEDICATE ALL STREETS, ROADS, ALLEYS, WALKS, PARKS, AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS SHOWN.

*Robert E. Durrett* 10-23-06  
OWNER(S) DATE

**DAVID B. SMITH**  
NOTARY PUBLIC  
10-23-06

**CERTIFICATE OF APPROVAL OF STREETS / ROADS**

I HEREBY CERTIFY THAT ALL STREETS / ROADS AND DRAINAGE STRUCTURES HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO THE CITY OR COUNTY SPECIFICATIONS OR THAT A SURETY BOND IN THE AMOUNT OF *N/A* HAS BEEN POSTED WITH THIS OFFICE TO ASSURE COMPLETION OF ALL REQUIRED IMPROVEMENTS IN CASE OF DEFAULT.

*David B. Smith* 10-23-06  
SUPER. CITY STREETS OR CD, HWY. SUPER DATE

**CERTIFICATE OF APPROVAL OF UTILITIES**

I HEREBY CERTIFY THAT ALL WATER, SEWER, AND GAS LINES HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO THE CITY OR COUNTY SPECIFICATIONS OR THAT A SURETY BOND IN THE AMOUNT OF *N/A* HAS BEEN POSTED WITH THIS OFFICE TO ASSURE COMPLETION OF ALL REQUIRED IMPROVEMENTS IN CASE OF DEFAULT.

*David B. Smith* 10-23-06  
UTILITY ENGINEER OR UTILTY DIST. OFFICIAL DATE

**CERTIFICATE OF APPROVAL OF DRAINAGE OUTSIDE RIGHT OF WAY**

I HEREBY CERTIFY THAT ALL DRAINAGE STRUCTURES OUTSIDE OF THE ROAD RIGHT OF WAYS HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO THE COUNTY STORM WATER MANAGEMENT RESOLUTION AND THAT A MAINTENANCE BOND OF *N/A* HAS BEEN POSTED.

*N/A*  
MONTGOMERY COUNTY BUILDINGS & CODES DEPT. DATE

**CERTIFICATE OF APPROVAL FOR RECORDING**

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON COMPLIES WITH ALL SUBDIVISION REGULATIONS FOR MONTGOMERY COUNTY, TENNESSEE WITH THE EXCEPTION OF SUCH VARIANCES IF ANY AS NOTED IN MINUTES OF THE COMMISSION AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE MONTGOMERY COUNTY REGISTER.

*David B. Smith* 10/26/06  
DIR. CLARK-MONT. CO. REG. PLAN. COMM. DATE

**HOLLY POINT SECT. 3  
REPLAT OF LOT 103**

FINAL PLAT 10-16-06	DEED REFERENCE: PORTION OF MAP 63, PARCEL 21.00
DATE	O.V.R. 367, PAGE 478, R.O.M.C.T.
TOTAL ACRES 0.43+/-	TOTAL LOTS 1
ACRES NEW ROAD NA	MILES NEW ROAD NA
OWNER ROB DURRETT	CIVIL DISTRICT 11TH

SCALE: 1"=100'