

Rec #: 72774  
Rec'd: 30.00 Instrument #: 84535  
State: 0.00 Recorded  
Clerk: 0.00 5/29/2007 at 2:33 PM  
EDP: 2.00 in Record Book  
Total: 32.00 908  
Pg 1843-1848

RESTRICTIVE COVENANTS  
FOR THE  
SUMMERFIELD SUBDIVISION  
PHASE 2, SECTION 1

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Clark Family Holdings, L.L.C., being on the day hereof the owner of all the property embraced within the SUMMERFIELD SUBDIVISION, PHASE 2, SECTION 1, a more particular description of which follows:

Second Civil District of Gibson County, Tennessee

Being desirous of insuring the best use and the most appropriate development and improvement of each building site; protecting the owners of building sites against improper use of surrounding building sites as will depreciate the value of their properties; preserving, so far as practicable, the natural beauty of said property; guarding against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials, obtaining harmonious color schemes; insuring the highest and best development of said property; encouraging and securing the erection of attractive homes thereon, with appropriate locations thereof on building sites; preventing haphazard and inharmonious improvement of building sites; securing and maintaining proper setbacks from streets, and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvement in said property, and thereby enhancing the value of investments made by purchasers of building sites therein, do hereby impress upon the Subdivision and upon each and all of the lots into which the same has been so subdivided, or hereinafter subdivided, the following covenants and restrictions, being covenants running with the land.

1. All of the lots in said Subdivision shall be used for private, residential purposes only.
2. The term "Owner" herein shall refer to the record owner, whether one or more persons or entities, of any affected lot, but excludes those having an interest in the affected lot merely as a security for the performance of an obligation.
3. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) single family dwelling unit and other buildings or structures which are customarily used as outbuildings for a single family dwelling unit and which are of similar design, construction, and exterior as the single family dwelling unit. All such buildings shall have an exterior finish of at least 50% brick to match the home. All such outbuildings must be placed behind the outbuilding setback line as shown on the plat.
4. No building, including outbuildings, shall be erected on any lot unless and until the drawings concerning the building have been approved by Clark Family Holdings, L.L.C. or its designee. Any such building constructed without prior approval shall be forthwith removed at the request of Clark Family. Harmony with the particular terrain and buildings within the neighborhood of the proposed construction will be

considered in connection with said prior approval. Failure to disapprove any drawings and to notify the lot owner of disapproval and the reasons thereof within thirty (30) days after the date of submission of the designs shall constitute approval ("tacit approval"). Any building or other structure commenced upon tacit approval shall not violate any of the restrictions herein contained and shall conform to and be in harmony with existing improvements erected on a lot. A building shall be completed in strict accordance with the drawings submitted for approval. Under all circumstances, if the completed building does not comply with the submitted drawings, Clark Family Holdings, L.L.C. retains the right to make the necessary changes at owner's expense to bring the building into compliance, the cost of which shall be a lien upon the lot involved. Clark Family Holdings, L.L.C. may permanently retain all documents and materials submitted to her under any provision of these Restrictive Covenants. All builders and/or general contractors must be licensed under the laws of the State of Tennessee.

5. No fence, wall, paper box, mailbox, sidewalk, driveway, free-standing exterior light fixture, satellite dish, exterior antenna or aerials or any other improvements or structure ("other structures") excluding buildings, may be constructed without approval by Clark Family Holdings, L.L.C., or its designee, of a written plan of construction prior to commencement of construction thereof as to location, height, design, materials and manner of construction. Any such other structures constructed without said prior approval shall be forthwith removed at the request of Clark Family Holdings, L.L.C..

6. Any residence built on a lot of the subdivision shall have a masonry foundation. The exterior shall be predominantly stone, brick, dryvit, or real stucco except that bay windows, eaves, trim, and overhangs may be surfaced with materials requiring maintenance (e.g. wood siding, masonite siding, vinyl siding and trim, etc.). Other areas not constituting more than twenty (30) percent of the total exterior of the house may be surfaced with material requiring maintenance (e.g. wood siding, masonite, vinyl siding, etc.). All foundation blocks shall be covered with bricks, real stucco dryvit or stone to grade. The exterior of every home shall be completely finished.

7. No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance on the lot or any other lots in the subdivision or which in any manner detracts from the appearance of any lot therein. No permanent signs (except names and street numbers) shall be erected upon any lots, except signs necessary to advise the public that the property is for sale.

8. No livestock or other farm animals, except such customary and domesticated animals as dogs and cats, for so long as the same are not dangerous or annoying, shall be kept, stabled or penned on any lot or brought onto the premises.

9. No structure of a temporary character or nature, including but not limited to, a trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence, whether temporary or permanent.

10. No drives, walks, fences or walls shall be placed, erected, constructed or moved onto any lot or building plot prior to the erection or construction of a permanent residence dwelling thereon; provided, however, that, subject to all other provisions of these Restrictive Covenants, such drives, walks, fences or walls may be erected and constructed on such lot or plot simultaneously with and in conjunction with the erection of a permanent residence thereon.

11. No building shall be erected on any lot nearer than the setbacks line as shown on the respective plats.

12. No modular constructed type homes shall be erected, constructed or otherwise located on any lot herein conveyed; provided, however, recreational vehicles licensed for highway use may be parked on said lot, but only in compliance with numerical paragraph 23 of these Restrictions; and at no time may they be occupied while located on said lot.

13. Each lot shall be subject to drainage and utility easements of record and/or as shown on the final plat.

14. No building material of any kind or character shall be placed or stored upon any of the lots until the owner/prospective purchaser is ready to commence improvements. Building materials shall not be placed or stored in or on a street at any time. During the period of actual construction of an improvement on a lot, the owner thereof shall require all primary and subcontractors or other workmen furnishing services or material to the premises to keep the lot reasonably free of trash and other construction debris. During construction, the builder must keep the homes, garages and building sites clean. Builder must remove all building debris, stumps, trees, etc., from each building lot as often as necessary to keep the house and lot attractive. Such debris will not be dumped in any area of the Subdivision or on any private property without the property owner(s) approval.

Construction offices, tool sheds and storage buildings used by building contractors and the Owner, respectively, may remain on premises during the period of construction. All such offices, tool sheds and storage buildings and unused materials shall be removed when the construction is completed. When the construction on any Building is once begun, work thereon must be prosecuted diligently and continuously and must be completed within nine (9) months including landscaping.

15. No tree, which is over eight (8) inches in diameter as measured two feet above ground level, shall be cut down on any lot without prior written approval of Clark Family Holdings, L.L.C. or its designee.

16. All mailboxes are pre-selected and will be provided by the builder/homeowner. Each homeowner agrees to maintain a mailbox that conforms to the appearance of the original mailboxes provided.

17. Fences shall extend no closer to the frontage street than the farthest front corner of the residence. Fences that are along side streets must be no closer than the building setback line from that street. Fences must be constructed of wood, vinyl, or wrought iron. Fences shall not exceed 6 ft. in height.

18. No lot shall be re-subdivided, except that footage may be taken from one lot and added to another lot; provided, however, that only one (1) single family unit may be erected on any lot.

19. All utility connections, including but not limited to water, gas, electrical service lines, telephone and cable television, shall be installed underground from existing utility lines. The owners of the lot over which a utility is to be placed shall be responsible for the costs of labor and materials in placing such utility line underground from the street to the dwelling located on the lot. To the extent that Clark Family Holdings, L.L.C. shall furnish or otherwise construct utilities, or future utility services, easements for same shall not be unreasonably withheld by any lot owner.

20. No building erected on any residential lot shall be more than two (2) stories in height (exclusive of basement).

21. Except with prior written approval of Clark Family Holdings, L.L.C. or its designee any dwelling erected on any residential lot shall have an interior heated area (whether level or split) of at least 1200 square feet, said minimum interior area to be exclusive of all areas within open porches, breezeways and accessory buildings; provided, however, that a 1 1/2 or two story dwelling may have a minimum interior ground floor area of 900 square feet if such 1 1/2 or two story dwelling has a total interior heated floor area (exclusive of open porches, breezeways and accessory buildings) of at least 1200 square feet.

22. All residences constructed upon any lot must contain a garage with sufficient room for at least two (2) automobiles. All garages on said land shall be attached to the dwelling and contain electrically operated doors for vehicles. Said garage may open to the front of the lot.

23. No recreational vehicles or commercial vehicles, including but not limited to tractors, lawn tractors, boats, boat trailers, recreational trailers, motor homes, motorcycles, go-carts, trucks for business use, ATV's or similar type items shall be stored or kept other than in a garage or screened from view of adjoining lots and streets or roads.

24. No dwelling shall have a window air conditioning unit. Shops or detached garages may have through the wall units if they are placed on the rear of said shops or detached garages.

25. Any heating or cooling system for a structure on any lot which uses a ground source heat pump or similar device must be of a "closed loop" design or must discharge into a lake, decorative pool, or dry well or use the discharge water for some other beneficial use.

26. No communication satellite exceeding a diameter of two (2) feet shall be installed or allowed on any lot in the subdivision. All such receivers properly allowable on the lot shall be appropriately screened from public view by shrubbery or fencing and located behind the outbuilding setback line. However, satellite antenna, twenty-one (21) inches or less in diameter, may be mounted on the back of the residence.

27. For the period of time between the purchase of the lot and the commencement of actual construction of a single family dwelling on such lot, the lot shall be maintained in generally the same condition as

existed at the time of purchase with respect to appearance and shall be mowed, as necessary, by the owner thereof so as to maintain the required appearance. Further, the owner of the lot, except to the extent required during construction, will not take or permit any action on or with respect to the lot which would, at any time, render it unattractive or unsightly.

28. In the event any lot owner constructs any improvement without first obtaining the approval of Clark Family Holdings, L.L.C. or its designee or if any material violation of any other restrictive covenant occurs, the lot owner shall pay to Clark Family Holdings, L.L.C. the sum of \$1,000.00 as liquidated damages along with attorney's fees and costs of collection, for the violation. This provision shall not preclude Clark Family Holdings, L.L.C. or any other lot owner from any other available remedy at law or equity for a violation of these covenants, but shall be cumulative to Clark Family Holdings, L.L.C. or other lot owners' other remedies at law or equity.

29. No outdoor clothes lines shall be temporarily or permanently erected on any lot or other property in the Subdivision.

30. No "yard" or "garage" sale may be held on any lot in the Subdivision more often than one (1) time each calendar year. Absolutely no signs may be posted advertising the property for rent.

31. All equipment, garbage cans, receptacles and wood piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring lots, streets, any lake or any common area. All rubbish, grass clippings, trash, or garbage shall be regularly removed from the lot and shall not be allowed to accumulate thereon or to be scattered on a lot, neighboring lot, or any property in the Subdivision. Garbage and rubbish receptacles shall be in complete conformity with sanitary regulations.

32. All driveways shall be surfaced in concrete and shall be completed before the home is occupied. Parking of vehicles on public streets is strictly prohibited.

33. To control erosion, each property owner(s) impacted, at any given period of ownership, shall agree to abide by and implement any and all "Storm Water Pollution Prevention Plan(s)" in place with the State of Tennessee, Division of Water Pollution Control.

The foregoing restrictions and reservations shall constitute covenants running 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 of the recording of this instrument, after which time such Restrictive Covenants shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots providing for a change of such covenants in whole or in part or a cancellation thereof, has been recorded in the Register's Office of Gibson County, Tennessee.


There shall be a Property Owners Association formed to enforce the restrictive covenants, maintain the entrance ways and maintain any and all common areas of the subdivision so as to enhance and maintain the

subdivision. The Property Owners Association will be incorporated and will adopt Bylaws to govern the Property Owner's Association.

Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF THE UNDERSIGNED HAS CAUSED THE EXECUTION OF THESE RESTRICTIVE COVENANTS ON THIS THE 29<sup>th</sup> DAY OF May


2007

  
CLARK FAMILY HOLDINGS, L.L.C.  
Kevin D. Clark  
Chief Managing Member

STATE OF TENNESSEE  
COUNTY OF GIBSON

Personally appeared before me, the undersigned Notary Public, in and for said State and County, Kevin D. Clark within named bargainer with whom I am personally acquainted and who acknowledged before me that he executed the foregoing instrument for the purposes contained therein.

WITNESS MY HAND AND NOTARIAL SEAL AT OFFICE THIS THE 29 DAY OF May, 2007.

  
NOTARY PUBLIC

My Commission Expires:

11-21-2010



INSTRUMENT PREPARED BY:  
Charles Patterson  
Attorney at Law  
1023 Old Humboldt Road  
Jackson, TN 38305

Hilda T. Patterson, Register  
Gibson County  
Rec #: 80991  
Rec'd: 10.00 Instrument #: 97528  
State: 0.00 Recorded  
Clerk: 0.00 6/28/2008 at 9:30 AM  
EDP: 2.00 in Record Book  
Total: 12.00 927  
Pgs 1128-1129

## Restrictive Covenants, Homeowners Association and ByLaws

### Summerfield Subdivision

#### Phase II, Section II

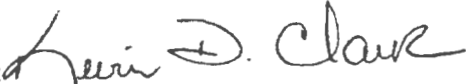
The undersigned, Developer and Owner of all the Lots in the New Section of Summerfield Subdivision, Phase II, Section II, a plat of which appears of record in Plat Cabinet D, Slide 53 in the Register's Office of Gibson County, Tennessee, does hereby declare and impress upon each lot in Summerfield Subdivision, Phase II, Section II the following Restrictive Covenants and Homeowners Association ByLaws:

- 1) Restrictive Covenants of record in Record Book 908 at page 1843 – 1848 in the Register's Office of Gibson County, Tennessee, which originally applied to the initial Phase 2, of Summerfield Subdivision, Section 1.
- 2) Amendment to Restrictive Covenants for the Summerfield Subdivision, Phase II, Section 1, Addition of ByLaws for Homeowners' Association, of record in Record Book 923 at page 379 in the Register's Office of Gibson County, Tennessee.

These two documents shall apply to each and every lot in Summerfield Subdivision, Phase II, Section II, Lots 61 through 73, 87, 88, 103, and 104 as fully as if copied verbatim in each deed to each lot.

These items shall be binding on each lot and shall run with the land of each lot.

CLARK FAMILY HOLDINGS, L.L.C.

BY:   
Kevin D. Clark, Chief Manager

STATE OF TN  
COUNTY OF Gibson

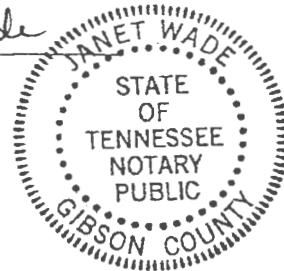
Before me, the undersigned Notary Public, in and for the aforesaid County and State, personally appeared Kevin Clark, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be chief Manager of Clark Family Holdings, L.L.C., a Tennessee Limited Liability Company, the within named bargainor, a Limited Liability Company, and that he as such Chief Manager, executed the foregoing instrument for the purposes therein contained, by signing the name of the Limited Liability Company by himself as Chief Manager of such.

WITNESS MY HAND and Official Seal, this the 23rd day of June,  
2008.

Janet Wade  
Notary Public

My Commission Expires:

9-12-2011





Rec #: 102592  
Rec'd: 10.00 Instrument #: 125838  
State: 0.00 Recorded  
Clerk: 0.00 11/10/2011 at 1:21 PM  
Other: 2.00 in Record Book  
Total: 12.00 960  
Pgs 2488-2488

INSTRUMENT PREPARED BY:  
Charles Patterson  
Attorney at Law  
1023 Old Humboldt Road  
Jackson, TN 38305

### Restrictive Covenants, Homeowners Association and ByLaws Summerfield Subdivision Phase III, Section 1

The undersigned, Developer and Owner of all the Lots in the New Section of Summerfield Subdivision, Phase III, Section 1, a plat of which appears of record in Plat Cabinet D, Slide 81 in the Register's Office of Gibson County, Tennessee, does hereby declare and impress upon each lot in Summerfield Subdivision, Phase III, Section 1 the following Restrictive Covenants and Homeowners Association ByLaws:

- 1) Restrictive Covenants of record in Record Book 908 at page 1843 - 1848 in the Register's Office of Gibson County, Tennessee, which originally applied to the initial Phase II, of Summerfield Subdivision, Section 1.
- 2) Amendment to Restrictive Covenants for the Summerfield Subdivision, Phase II, Section 1, Addition of ByLaws for Homeowners' Association, of record in Record Book 923 at page 379 - 389 in the Register's Office of Gibson County, Tennessee.

These two documents shall apply to each and every lot in Summerfield Subdivision, Phase III, Section 1, Lots 195 through 203 and 225 through 231 as fully as if copied verbatim in each deed to each lot.

These items shall be binding on each lot and shall run with the land of each lot.

CLARK FAMILY HOLDINGS, L.L.C.

BY: Kevin D. Clark  
Kevin D. Clark, Chief Manager

STATE OF TN  
COUNTY OF Gibson

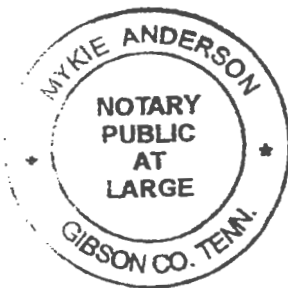
Before me, the undersigned Notary Public, in and for the aforesaid County and State, personally appeared Kevin Clark, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be chief Manager of Clark Family Holdings, L.L.C., a Tennessee Limited Liability Company, the within named bargainer, a Limited Liability Company, and that he as such Chief Manager, executed the foregoing instrument for the purposes therein contained, by signing the name of the Limited Liability Company by himself as Chief Manager of such.

WITNESS MY HAND and Official Seal, this the 10 day of Nov, 2011.

Mykie Anderson  
Notary Public

My Commission Expires:

11-18-12



Hilda T. Paterson, Register  
Gibson County

Rec #: 108134  
Rec'd: 10.00 Instrument #: 132879  
State: 0.00 Recorded  
Clerk: 0.00 9/14/2012 at 2:40 PM  
Other: 2.00 in Record Book  
Total: 12.00 989  
Pgs 489-489

INSTRUMENT PREPARED BY:  
Charles Patterson  
Attorney at Law  
1023 Old Humboldt Road  
Jackson, TN 38305

## Restrictive Covenants, Homeowners Association and ByLaws Summerfield Subdivision Phase III, Section 2

The undersigned, Developer and Owner of all the Lots in the New Section of Summerfield Subdivision, Phase III, Section 1, a plat of which appears of record in Plat Cabinet D, Slide 92 in the Register's Office of Gibson County, Tennessee, does hereby declare and impress upon each lot in Summerfield Subdivision, Phase III, Section 2 the following Restrictive Covenants and Homeowners Association ByLaws:

- 1) Restrictive Covenants of record in Record Book 908 at page 1843 - 1848 in the Register's Office of Gibson County, Tennessee, which originally applied to the initial Phase II, of Summerfield Subdivision, Section 1.
- 2) Amendment to Restrictive Covenants for the Summerfield Subdivision, Phase II, Section 1, Addition of ByLaws for Homeowners' Association, of record in Record Book 923 at page 379 - 389 in the Register's Office of Gibson County, Tennessee.

These two documents shall apply to each and every lot in Summerfield Subdivision, Phase III, Section 2, Lots 204 through 215 and 232 through 239 as fully as if copied verbatim in each deed to each lot.

These items shall be binding on each lot and shall run with the land of each lot.

CLARK FAMILY HOLDINGS, L.L.C.

BY: Kevin D. Clark  
Kevin D. Clark, Chief Manager

STATE OF TENNESSEE  
COUNTY OF GIBSON

Before me, the undersigned Notary Public, in and for the aforesaid County and State, personally appeared Kevin Clark, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be chief Manager of Clark Family Holdings, L.L.C., a Tennessee Limited Liability Company, the within named bargainer, a Limited Liability Company, and that he as such Chief Manager, executed the foregoing instrument for the purposes therein contained, by signing the name of the Limited Liability Company by himself as Sole Manager of such.

WITNESS MY HAND and Official Seal, this the 14<sup>th</sup> day of September, 2012.

My Commission Expires:

11/28/2015

Janet Wade  
Notary Public



**Restrictive Covenants, Homeowners Association and ByLaws  
Summerfield Subdivision  
Phase III, Section 3**

The undersigned, Developer and Owner of all the Lots in the New Section of Summerfield Subdivision, Phase III, Section 3, a plat of which appears of record in Plat Cabinet D, Slide 105 in the Register's Office of Gibson County, Tennessee, does hereby declare and impress upon each lot in Summerfield Subdivision, Phase III, Section 3 the following Restrictive Covenants and Homeowners Association ByLaws:

- 1) Restrictive Covenants of record in Record Book 908 at page 1843 - 1848 in the Register's Office of Gibson County, Tennessee, which originally applied to the initial Phase II, of Summerfield Subdivision, Section 1.
- 2) Amendment to Restrictive Covenants for the Summerfield Subdivision, Phase II, Section 1, Addition of ByLaws for Homeowners' Association, of record in Record Book 923 at page 379 - 389 in the Register's Office of Gibson County, Tennessee.

These two documents shall apply to each and every lot in Summerfield Subdivision, Phase III, Section 3, Lots 216 through 224 and 240 through 246 as fully as if copied verbatim in each deed to each lot.

In addition to items 1) & 2) above, the following additional restrictions apply;

- 3) All Street and Stop Signage shall be maintained and any future additional signage shall be of the same quality, style and color of the original installed initially.
- 4) Rear Fence Heights may be increased to 8' to provide privacy from a home that is directly to the rear of said home.

These items shall be binding on each lot and shall run with the land of each lot.

*Prepared By:*  
CLARK FAMILY HOLDINGS, L.L.C.

BY: Kevin D. Clark  
Kevin D. Clark, Sole Manager

STATE OF TENNESSEE  
COUNTY OF GIBSON

Before me, the undersigned Notary Public, in and for the aforesaid County and State, personally appeared Kevin Clark, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Sole Manager of Clark Family Holdings, L.L.C., a Tennessee Limited Liability Company, the within named bargainer, a Limited Liability Company, and that he as such Chief Manager, executed the foregoing instrument for the purposes therein contained, by signing the name of the Limited Liability Company by himself as Sole Manager of such.

WITNESS MY HAND and Official Seal, this the 19<sup>th</sup> day of Nov

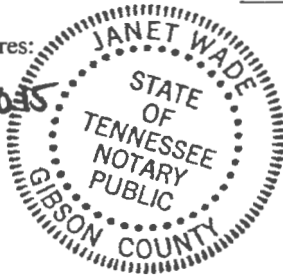
Hilda T. Patterson, Register  
Gibson County

Rec #:	2013	Instrument #:	143344
Rec'd:	116452	Recorded	
State:	10.00	11/19/2013 at 12:41 PM	
Clerk:	0.00	in Record Book	
Other:	2.00	981	
Total:	12.00		

Janet Wade  
Notary Public

My Commission Expires:

11-28-2015



Pgs 2872-2872

**AMENDMENT TO RESTRICTIVE COVENANTS  
OF**

**SUMMERFIELD SUBDIVISION  
(PHASE III, SECTION 3)**

This Amendment to Restrictive Covenants is made and entered into on this the 5<sup>th</sup> day of May, 2014, by CLARK FAMILY HOLDINGS, LLC. (herein "Clark"), the same being the sole owner of all residential lots located in Phase III, Section 3 of the Summerfield Subdivision.

WHEREAS, Clark is the developer and sole owner of all the lots in Phase III, Section 3 of the Summerfield Subdivision, a plat of which appears of record in Plat Cabinet D, Slide 105 in the Register's Office of Gibson County, Tennessee;

WHEREAS, on November 19, 2013, Clark caused to be recorded Restrictive Covenants governing Phase III, Section 3 of the Summerfield Subdivision. Said Restrictive Covenants were recorded at Record Book 981, Page 2872, in the Register's Office of Gibson County, Tennessee (herein "subject restrictive covenants");

WHEREAS, Clark desires to amend the subject restrictive covenants as more fully stated, herein.

THEREFORE, Clark hereby deletes paragraph numbered "4" of the subject restrictive covenants and amends said paragraph numbered "4" to state as follows:

4. Fences shall extend no closer to the frontage street than the farthest front corner of the residence. Fences that are alongside streets must be no closer than the building setback line from that street. Fences must be constructed of wood, vinyl, or wrought iron. Fences shall not exceed 6 ft. in height.

In all other respects, the subject restrictive covenants shall remain unaltered and in full force and effect.

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BY: Kevin D. Clark  
Kevin D. Clark, Sole Member

STATE OF TENNESSEE :  
COUNTY OF MADISON :

Before me, Janet Wade, a Notary Public of the State and County aforesaid, personally appeared KEVIN D. CLARK, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the sole member of CLARK FAMILY HOLDINGS, LLC. and that he, being authorized by the company so to do, executed the foregoing instrument for the purposes therein contained by signing his name as sole member of CLARK FAMILY HOLDINGS, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and Official Seal at office, in said State and County, this the 5th day of May, 2014.

Janet Harris  
Notary Public

My Commission Expires: 11/28/2015



**Restrictive Covenants, Homeowners Association and ByLaws  
Summerfield Subdivision  
Phase IV, Section I**

The undersigned, Developer and Owner of all the Lots in the New Section of Summerfield Subdivision, Phase IV, Section I, a plat of which appears of record in Plat Cabinet 0, Slide 155 in the Register's Office of Gibson County, Tennessee, does hereby declare and impress upon each lot in Summerfield Subdivision, Phase IV, Section I the following Restrictive Covenants and Homeowners Association ByLaws:

- 1) Restrictive Covenants of record in Record Book 908 at page 1843 - 1848 in the Register's Office of Gibson County, Tennessee, which originally applied to the initial Phase II, of Summerfield Subdivision, Section 1.
- 2) Amendment to Restrictive Covenants for the Summerfield Subdivision, Phase II, Section 1, Addition of ByLaws for Homeowners' Association, of record in Record Book 923 at page 379 - 389 in the Register's Office of Gibson County, Tennessee.

These two documents shall apply to each and every lot in Summerfield Subdivision, Phase IV, Section I, Lots 313 through 320 and 361 through 368 as fully as if copied verbatim in each deed to each lot.

In addition to items 1) & 2) above, the following additional restrictions apply;

- 3) All Street and Stop Signage shall be maintained and any future additional signage shall be of the same quality, style and color of the original installed initially.

These items shall be binding on each lot and shall run with the land of each lot.

KOKA Development, L.L.C.

BY: Kevin D. Clark  
Kevin D. Clark, Sole Member

STATE OF TENNESSEE  
COUNTY OF GIBSON

Before me, the undersigned Notary Public, in and for the aforesaid County and State, personally appeared Kevin Clark, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Sole Member of KOKA Development, L.L.C., a Tennessee Limited Liability Company, executed the foregoing instrument for the purposes therein contained, by signing the name of the Limited Liability Company by himself as Sole Member of such.

WITNESS MY HAND and Official Seal, this the 28<sup>th</sup> day of November 2017.

Janet Harris  
Notary Public



My Commission Expires:

1-19-2020

Barbara L Davidson, Register  
Gibson County

Rec #:	140747	Instrument #:	174780
Rec'd:	10.00	Recorded:	
State:	0.00		11/29/2017 at 1:38 PM
Clerk:	0.00		in Record Book
Other:	2.00		1021
Total:	12.00		Pgs 283-283

**Restrictive Covenants, Homeowners Association and ByLaws  
Summerfield Subdivision  
Phase IV, Section II**

The undersigned, Developer and Owner of all the Lots in the New Section of Summerfield Subdivision, Phase IV, Section I, a plat of which appears of record in Plat Cabinet D, Slide 165 in the Register's Office of Gibson County, Tennessee, does hereby declare and impress upon each lot in Summerfield Subdivision, Phase IV, Section II the following Restrictive Covenants and Homeowners Association ByLaws:

- 1) Restrictive Covenants of record in Record Book 908 at page 1843 - 1848 in the Register's Office of Gibson County, Tennessee, which originally applied to the initial Phase II, of Summerfield Subdivision, Section 1.
- 2) Amendment to Restrictive Covenants for the Summerfield Subdivision, Phase II, Section 1, Addition of ByLaws for Homeowners' Association, of record in Record Book 923 at page 379 - 389 in the Register's Office of Gibson County, Tennessee.

These two documents shall apply to each and every lot in Summerfield Subdivision, Phase IV, Section II, Lots 311 and 312, as fully as if copied verbatim in each deed to each lot.

In addition to items 1) & 2) above, the following additional restrictions apply;

- 3) All Street and Stop Signage shall be maintained and any future additional signage shall be of the same quality, style and color of the original installed initially.

These items shall be binding on each lot and shall run with the land of each lot.

KOKA Development, L.L.C.

BY: Kevin D. Clark  
Kevin D. Clark, Sole Member

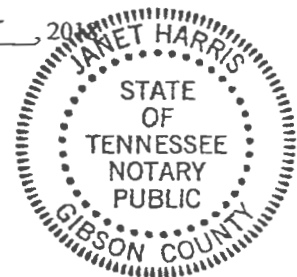
STATE OF TENNESSEE  
COUNTY OF GIBSON

Before me, the undersigned Notary Public, in and for the aforesaid County and State, personally appeared Kevin Clark, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Sole Member of KOKA Development, L.L.C., a Tennessee Limited Liability Company, executed the foregoing instrument for the purposes therein contained, by signing the name of the Limited Liability Company by himself as Sole Member of such.

WITNESS MY HAND and Official Seal, this the 21<sup>st</sup> day of August, 2018

Janet Harris  
Notary Public

My Commission Expires: 1-19-2020



**THIS INSTRUMENT WAS PREPARED BY**

Kevin Clark

Barbara I. Davidson, Register  
Gibson County

Rec #: 145235	Instrument #: 180548
Rec'd: 10.00	Recorded
State: 0.00	8/21/2018 at 2:04 PM
Clerk: 0.00	in Record Book
Other: 2.00	1028
Total: 12.00	Pgs 459-459

**Restrictive Covenants, Homeowners Association and ByLaws  
Summerfield Subdivision  
Phase V, Section 1**

The undersigned, Developer and Owner of all the Lots in the New Section of Summerfield Subdivision, Phase V, Section 1, a plat of which appears of record in Plat Cabinet D, Slide 197 in the Register's Office of Gibson County, Tennessee, does hereby declare and impress upon each lot in Summerfield Subdivision, Phase V, Section 1 the following Restrictive Covenants and Homeowners Association ByLaws:

- 1) Restrictive Covenants of record in Record Book 908 at page 1843 – 1848 in the Register's Office of Gibson County, Tennessee, which originally applied to the initial Phase II, of Summerfield Subdivision, Section 1.
- 2) Amendment to Restrictive Covenants for the Summerfield Subdivision, Phase II, Section 1, Addition of ByLaws for Homeowners' Association, of record in Record Book 923 at page 379 - 389 in the Register's Office of Gibson County, Tennessee.

These two documents shall apply to each and every lot in Summerfield Subdivision, Phase III, Section 3, Lots 216 through 224 and 240 through 246 as fully as if copied verbatim in each deed to each lot.

In addition to items 1) & 2) above, the following additional restrictions apply;

- 3) All Street and Stop Signage shall be maintained and any future additional signage shall be of the same quality, style and color of the original installed initially.

These items shall be binding on each lot and shall run with the land of each lot.

KOKA Development, L.L.C.

BY: Kevin D. Clark  
Kevin D. Clark, Sole Member

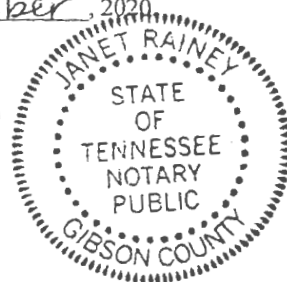
STATE OF TENNESSEE  
COUNTY OF GIBSON

Before me, the undersigned Notary Public, in and for the aforesaid County and State, personally appeared Kevin Clark, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Sole Member of KOKA Development, L.L.C., a Tennessee Limited Liability Company, executed the foregoing instrument for the purposes therein contained, by signing the name of the Limited Liability Company by himself as Sole Member of such.

WITNESS MY HAND and Official Seal, this the 13<sup>th</sup> day of October, 2020.

Janet Rainey  
Notary Public

My Commission Expires: 3-12-2024



Barbara L Davidson, Register  
Gibson County  
Rec #: 159972 Instrument #: 199358  
Rec'd: 10.00 Recorded  
State: 0.00 10/13/2020 at 3:16 PM  
Clerk: 0.00 in Record Book  
Other: 2.00 1053  
Total: 12.00 PGS 615-615



THIS INSTRUMENT WAS PREPARED BY

Eric P. Egbert

104 N. Central Ave.

Humboldt, TN 38343

AMENDMENT TO RESTRICTIVE COVENANTS  
OF  
SUMMERFIELD NEIGHBORHOOD ASSOCIATION, INC.

Pursuant to Article VI of the Bylaws of Summerfield Neighborhood Association, Inc. (Bylaws), the Restrictive Covenants (CC&Rs) of record in Record Book 908 at page 1843 - 1848 in the Register's Office of Gibson County, Tennessee are hereby amended as follows:

NOW THEREFORE BE IT RESOLVED BY THE MEMBERS OF SUMMERFIELD NEIGHBORHOOD ASSOCIATION, INC. THAT

1. CC&R No. 32 is hereby repealed in its entirety and shall be replaced with a new CC&R 32. The association does hereby declare and impress upon each member's lot the following Amendment reading as follows:

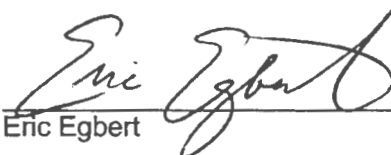
(a) All driveways shall be surfaced in concrete and shall be complete before the home is occupied. (b) No vehicle may be parked, in whole or in part, on a regularly occurring and consistent basis, on any unpaved surface, including but not limited to lawns, yards, easements, sidewalks, setbacks, landscaped area or sections with grass. (c) Parking of vehicles on public streets is strictly prohibited by the Medina Municipal Code 15-401 and may result in fines.

2. Restrictive Covenants In all other respects, the CC&Rs shall remain in full force and effect. These items shall apply to each and every member's lot as fully as if copied verbatim in each deed to each lot.

PASSED AND APPROVED THIS 24<sup>th</sup> DAY OF APRIL, 2012  
BY A BALLOT VOTE OF THE MEMBERS OF SUMMERFIELD NEIGHBORHOOD ASSOCIATION, INC.

I, Eric Egbert, certify that I am the duly elected President of the Summerfield Neighborhood Association, Inc. a Tennessee corporation, and that the foregoing First Amendment to Restrictive Covenants was duly adopted at the annual meeting of the Summerfield Neighborhood Association, Inc., held on April 24, 2012.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 24<sup>th</sup> day of April, 2012.

  
Eric Egbert

Hilda T. Patterson, Register  
Gibson County

Rec #: 115691  
Rec'd: 10.00 Instrument #: 142384  
State: 0.00 Recorded  
Clerk: 0.00 10/11/2013 at 10:56 AM  
Other: 2.00 in Record Book  
Total: 12.00 980


Pages 2392-2393

**VERIFICATION**

STATE OF TENNESSEE )


COUNTY OF GIBSON )

I, Eric P. Egbert, being first duly sworn on oath, state that I am the affiant herein and that I have read the foregoing First Amendment to Restrictive Covenants and know the contents thereof.

  
ERIC P. EGBERT

SWORN TO AND SUBSCRIBED before me this the 20th Day of SEPTEMBER, 2013.



  
NOTARY

My commission expires: 3-18-17

INSTRUMENT PREPARED BY:  
Charles Patterson  
Attorney at Law  
1023 Old Humboldt Road  
Jackson, TN 38305

Hilda T. Patterson, Register  
Gibson County  
Rec #: 78392  
Rec'd: 55.00  
State: 0.00  
Clerk: 0.00  
EDP: 2.00  
Total: 57.00  
Instrument #: 94112  
Recorded  
2/29/2008 at 9:37 AM  
in Record Book  
923  
Pgs 379-389

**AMENDMENT TO RESTRICTIVE COVENANTS**

**FOR THE SUMMERFIELD SUBDIVISION**

**PHASE II, SECTION I**

**ADDITION OF BYLAWS FOR HOMEOWNERS' ASSOCIATION**

The undersigned Developer, Clark Family Holdings, LLC, has developed Summerfield Subdivision, Phase 2, Section I, a plat of which appears of record in Plat Cabinet D, Slide 32 in the Register's Office of Gibson County, Tennessee. The Developer has filed Restrictive Covenants for the Subdivision of record in Record Book 908 at page 1843 and those Restrictive Covenants provide that a Homeowners' Association shall be established for certain purposes. The Developer Clark Family Holdings, LLC does hereby amend the Restrictive Covenants to add the ByLaws by which the Homeowners' Association shall be governed. All lots in this Subdivision as shown in Plat Cabinet D, Slide 32, shall be subject to this amendment, which shall run with the land. The Developer reserves the express right and option, to include future Sections of this Subdivision in the Homeowners' Association, but Developer is in no way required to include any future sections in the Homeowners' Association. If the Developer decides to include any future Sections, of the Subdivision in the Homeowners' Association, the Developer shall record Declarations and/or Restrictions to that effect.

This Document Prepared By:  
Summerfield Neighborhood Association, Inc.  
PO Box 411  
Medina, TN 38355

Barbara L Davidson, Register  
Gibson County  
Rec #: 175658 Instrument #: 219081  
Rec'd: 10.00 Recorded  
State: 0.00 8/25/2022 at 9:50 AM  
Clerk: 0.00 in Record Book  
Other: 2.00 1083  
Total: 12.00 PGS 222-223

AMENDMENT & REVISION TO RESTRICTIVE COVENANTS OF  
SUMMERFIELD NEIGHBORHOOD ASSOCIATION, INC.

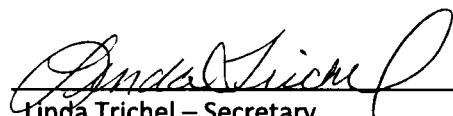
1. CC&R No. 31 is hereby repealed in its entirety and shall be replaced with a new CC&R 31. The association does hereby declare and impress upon each member's lot the following Amendment reading as follows:
  - (a) All equipment, non-furnished receptacles and wood piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring lots, streets, and lake or any common area. All rubbish, grass clippings, trash, or garbage shall be regularly removed from the lot and shall not be allowed to accumulate thereon or to be scattered on a lot, neighboring lot, any property or street in the Subdivision. Furnished garbage and rubbish receptacles shall be in complete conformity with sanitary regulations and shielded completed from view OR placed as follows: On the driveway side of the house, behind the downspout, against the brick, (preferably on a pad) to help maintain conformity.
2. CC&R is hereby added with a new CC&R No. 34. The association does hereby declare and impress upon each member's lot the following Addition reading as follows:
  - (a) To maintain continuity and value of property(s), the exterior structure must be clean, safe, and sanitary, no trash or debris stored on property, no damage to outside walls, windows, screens, or visible fence (from any side), garage door must be undamaged and in working condition, no graffiti, no chipped or peeling paint, gutters and downspouts must be maintained and unobstructed. Lawn and landscaping must be maintained, grass to be no more than 6 inches, maintain mulch.

PASSED AND APPROVED THIS 15th DAY OF August, 2022 BY A BALLOT VOTE OF THE MEMBERS OF SUMMERFIELD NEIGHBOORHOOD ASSOCIATION, INC.

I, Tonya Kirkwood certify that I am the duly elected President of the Summerfield Neighborhood Association, INC a Tennessee corporation, and the foregoing Amendment to Restrictive Covenants was duly adopted at the monthly meeting of the Summerfield Neighborhood Association, INC., held on August 15, 2022.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this 15th day of August, 2022.


  
Tonya Kirkwood – HOA President

  
Linda Trichel – Secretary

STATE OF TENNESSEE :  
COUNTY OF Madison :

Before me, Sabrina Butler, a Notary Public of the State and County aforesaid, personally appeared TONYA KIRKWOOD, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the President of Summerfield Neighborhood Association, Inc., and that she, being authorized by the corporation so to do, executed the foregoing instrument for the purposes therein contained by signing her name as President of Summerfield Neighborhood Association, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and Official Seal at office, in said State and County, this the 16th day of August, 2022.

  
Notary Public


My Commission Expires: May 20, 2026.



STATE OF TENNESSEE :  
COUNTY OF Madison :

Before me, Sabrina Butler, a Notary Public of the State and County aforesaid, personally appeared LINDA TRICHEL, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the Treasurer of Summerfield Neighborhood Association, Inc., and that she, being authorized by the corporation so to do, executed the foregoing instrument for the purposes therein contained by signing her name as Treasurer of Summerfield Neighborhood Association, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and Official Seal at office, in said State and County, this the 16th day of August, 2022.

  
Notary Public

My Commission Expires: May 20, 2026.

