

RESTRICTIVE COVENANTS FOR

*Summerfield*

SUBDIVISION

PHASE 1 SECTION 1

MEDINA, TENNESSEE

Cabinet C  
Slide 92

Hilda T. Patterson, Register  
Gibson County

Rec #: 55068  
Rec'd: 15.00 Instrument #: 62052  
State: 0.00 Recorded  
Clerk: 0.00 3/28/2005 at 11:10 am  
EDP: 2.00 in Record Book  
Total: 17.00 847  
Pgs 286-288

Owner: Clark Family Holdings, LLC

1. The purpose of these covenants is to insure the best use and the most appropriate development and improvement of each building site; to protect owners of building sites against improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvements of building sites; to secure and maintain proper setbacks from streets, and adequately free spaces between structures; and in general to provide adequately for a high type of quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of building sites/homes therein.
2. 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 years from the date these covenants are adopted after which time said covenants shall automatically be extended for successive periods of ten years unless and instrument signed by a majority of the then owners of the lots agreeing to change said covenants in whole or in part, has been recorded in the Register's Office of Gibson County, Tennessee.
3. All of the lots in said Subdivision shall be used for private residential purposes only and shall not be used for any commercial purposes. It shall not be permissible to build more than one single family dwelling on any lot. Other buildings or structures which are customarily used as outbuildings for a single family dwelling unit must be constructed with exterior walls of at least 50% brick. All such outbuildings must be placed behind the dwelling unit and compliment original residence on said lot with items, but not limited to slope/pitch of roof, door/window styles, colors & type.
4. No dwelling shall contain less than 1200 square feet of heated area and shall have at least a double garage. Carports are not allowed. Garage doors are a must. The dwelling (exterior walls) must be constructed with at least eighty percent (80%) brick. Multi-level structure must have at least 1500 square feet total. All foundation blocks shall be covered with bricks or stone to grade. All houses must be "stick-built". Mobile, doublewides, or pre-fab homes are strictly prohibited. All homes must have a minimum of 8/12 pitch roof slope. All dwellings shall have architectural/dimensional shingles.
5. No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance to the neighborhood. No business signs permitted, except signs necessary to advise the public that the property is for sale.
6. No structure of a temporary character or nature, including but not limited to, a trailer, tent, shack, garage, barn, or other outbuildings shall be used on any lot at any time as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

7. 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.
8. All driveways shall be surfaced in concrete and shall be completed before home is occupied. Parking of vehicles on public streets is strictly prohibited.
9. Each lot shall be subject to drainage and utility easements of record and/or as shown on the final plat.
10. Fences shall extend no closer to the street than the rear of building thereon and shall be constructed of wood, vinyl material or wrought iron material. If fences are constructed on lots 1 – 7, the fence shall run along the rear property line to ensure all fences along Middle School Street are in alignment.
11. No fowl, livestock, or other animals, except such customary and domesticated animals as dogs or 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.
12. All utility connections, including but not limited to water, gas, electrical service lines, telephone, and cable television, shall be installed underground. 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.
13. To control erosion, each property owner(s) impacted by, at any given period of ownership, shall agree to abide by and implement any and all “Stormwater Pollution Prevention Plan(s)” in place with the State of Tennessee, Division of Water Pollution Control.
14. No recreational vehicles or commercial vehicles, including but not limited to 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 the garage or screened from view of adjoining lots and streets/roads.
15. No communication satellite exceeding a diameter of 3 meters 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 dwelling unit.
16. 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, LLC or their designee. Any such building constructed without prior approval shall be forthwith removed at the request of Clark Family Holdings, LLC. Harmony with the particular terrain and building 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 reasons thereof within (30) days after the date of submission of the designs shall constitute approval. Any building or other structure commenced upon 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, LLC 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, LLC may permanently retain all documents and materials submitted to them under any provision of these Restrictive Covenants. All construction pursuant to this paragraph must be performed by a contractor licensed under the laws of the State of Tennessee and Gibson County.

At the developers request and within 30 days of purchase, each lot purchaser shall furnish;

- a. An accurately drawn plot plan showing all building locations, setbacks, easements, drives, fences, walks with exterior dimensions.
- b. Floor plan (showing the square footage, both heated and unheated of each improvement), exterior elevations of buildings as they will actually appear.
- c. A plan of all landscaping on the lot.
- d. Specification of construction materials and exterior paint colors.

These restrictions are imposed for the benefit of the present and subsequent owner of the lot or lots in the *Summerfield* subdivision, and upon the breach of any restriction, or the continuance of any breach, any such owner may proceed at law or in equity against any person, or persons, to prevent him or her from doing so or to recover damages for the same. The invalidation of any of the foregoing restrictions by judgments of any Court shall in no way affect 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 THE THE 23<sup>rd</sup> DAY OF March, 2005.

  
Clark Family Holdings, LLC, Owner  
Kevin D. Clark  
Chief Managing Member

STATE OF TENNESSEE

COUNTY OF GIBSON

Subscribed and sworn to before me this 23<sup>rd</sup> day of March, 2005.

Notary Public Signature: Robert King

My Commission expires 12-18, 2006.



INSTRUMENT PREPARED BY:  
ERIC P. EGBERT  
ATTORNEY AT LAW  
104 NORTH CENTRAL AVENUE  
HUMBOLDT, TN 38343

Hilda T. Patterson, Register  
Gibson County  
Rec #: 116079  
Rec'd: 10.00 Instrument #: 142955  
State: 0.00 Recorded  
Clerk: 0.00 10/30/2013 at 2:13 PM  
Other: 2.00 in Record Book  
Total: 12.00 981  
Pgs 992-993

AMENDMENT TO ADOPT HOMEOWNERS ASSOCIATION AND BYLAWS  
FOR SUMMERFIELD SUBDIVISION PHASE I, SECTIONS I, II AND III

The undersigned represent(s) Lot Owner(s) of Summerfield Subdivision, Phase 1, Section 1, 2 or 3, plats of which are of record in Plat Cabinet C at Slide 92, Plat Cabinet C at Slide 97 and Plat Cabinet D at Slide 8, all in the Register's Office of Gibson County, Tennessee. Subsequent Sections and Phases of Summerfield Subdivision are subject to a Homeowner's Association. The Addition of Bylaws for the Homeowner's Association is first recorded in Record Book 923 at page 379 through 389, for Phase 2, Section 1. The undersigned hereby adopts the Covenants, Conditions and Restrictions (CC&Rs) and Bylaws recorded in Record Book 908 at page 1842 in the Register's Office of Gibson County, Tennessee, which are also referred to in the Restrictions for Summerfield Subdivision, Phase II, Section II.

The undersigned represent(s) Lot Owner(s) in Phase 1, Section 1, 2 or 3, who desire to become part of the Homeowner's Association and to subject their particular lot(s) to the Homeowner's Association as outlined in the Bylaws in Record Book 923 at page 379 in the Register's Office of Gibson County, Tennessee. The undersigned acknowledge(s) and agree(s) that only the Lot Owner(s) in Phase 1, Sections 1, 2 and 3, that sign this agreement will be bound by the Homeowner's Association Declaration recorded. The Lot Owners in Phase 1, Sections 1, 2 and 3, that decline to sign will not be members of the Homeowner's Association, nor subject to its rules and regulations, nor shall they have any rights or benefits of being a member of the Homeowner's Association.

If other Lot Owners wish to become members of the Homeowner's Association at a later date, then they can file a document similar to this document and be allowed into the Homeowner's Association.

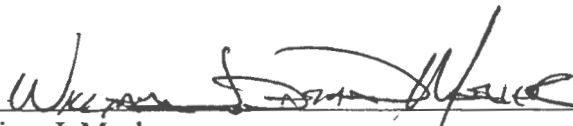
The Association voted on this matter on April 28, 2011 and approved the addition of any lots and Lot Owners in Phase 1, Sections 1, 2 and 3, who approve and execute this document.

The two documents referenced herein shall apply to each lot. This agreement shall be binding on the lot(s) of those Lot Owners who agree on it and shall run with the land of each approved lot.

This restriction amends the deed of record in Deed Book 917 at page(s) 561 in the Register's Office of Gibson County, Tennessee. I have read the foregoing document, know the contents thereof, and have had sufficient opportunity for legal counsel to review this agreement.

Executed this the 14 day of 10, 20 13.


LOT 53, MAP 172C, GROUP H  
170 Summerfield Drive, Medina, TN

  
\_\_\_\_\_  
William J. Mealer, owner


STATE OF TENNESSEE

COUNTY OF GIBSON

This day personally appeared before me William J. Mealer, of 170 Summerfield Drive, Medina, Tennessee 38355, whose name(s) is/are signed to the foregoing Amendment to Adopt Homeowner's Association and Bylaws for Summerfield Subdivision.

  
\_\_\_\_\_  
Affiant's Signature

Sworn to and subscribed before me this 14th day of October, 20 13.

  
\_\_\_\_\_  
NOTARY PUBLIC



My Commission Expires: 7/30/2017

Rec #:	116079	Instrument #:	142856
Rec'd:	10.00	Recorded	
State:	0.00	10/30/2013 at 2:13 PM	
Clerk:	0.00	in Record Book	
Other:	2.00	981	
Total:	12.00	Pgs 994-995	

INSTRUMENT PREPARED BY:  
ERIC P. EGBERT  
ATTORNEY AT LAW  
104 NORTH CENTRAL AVENUE  
HUMBOLDT, TN 38343

AMENDMENT TO ADOPT HOMEOWNERS ASSOCIATION AND BYLAWS  
FOR SUMMERFIELD SUBDIVISION PHASE I, SECTIONS I, II AND III

The undersigned represent(s) Lot Owner(s) of Summerfield Subdivision, Phase 1, Section 1, 2 or 3, plats of which are of record in Plat Cabinet C at Slide 92, Plat Cabinet C at Slide 97 and Plat Cabinet D at Slide 8, all in the Register's Office of Gibson County, Tennessee. Subsequent Sections and Phases of Summerfield Subdivision are subject to a Homeowner's Association. The Addition of Bylaws for the Homeowner's Association is first recorded in Record Book 923 at page 379 through 389, for Phase 2, Section 1. The undersigned hereby adopts the Covenants, Conditions and Restrictions (CC&Rs) and Bylaws recorded in Record Book 908 at page 1842 in the Register's Office of Gibson County, Tennessee, which are also referred to in the Restrictions for Summerfield Subdivision, Phase II, Section II.

The undersigned represent(s) Lot Owner(s) in Phase 1, Section 1, 2 or 3, who desire to become part of the Homeowner's Association and to subject their particular lot(s) to the Homeowner's Association as outlined in the Bylaws in Record Book 923 at page 379 in the Register's Office of Gibson County, Tennessee. The undersigned acknowledge(s) and agree(s) that only the Lot Owner(s) in Phase 1, Sections 1, 2 and 3, that sign this agreement will be bound by the Homeowner's Association Declaration recorded . The Lot Owners in Phase 1, Sections 1, 2 and 3, that decline to sign will not be members of the Homeowner's Association, nor subject to it's rules and regulations, nor shall they have any rights or benefits of being a member of the Homeowner's Association.

If other Lot Owners wish to become members of the Homeowner's Association at a later date, then they can file a document similar to this document and be allowed into the Homeowner's Association.

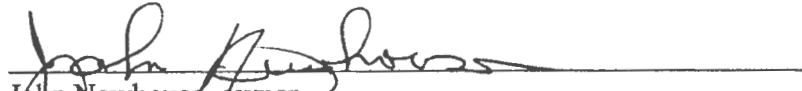
The Association voted on this matter on April 28, 2011 and approved the addition of any lots and Lot Owners in Phase 1, Sections 1, 2 and 3, who approve and execute this document.

The two documents referenced herein shall apply to each lot. This agreement shall be binding on the lot(s) of those Lot Owners who agree on it and shall run with the land of each approved lot.

This restriction amends the deed of record in Deed Book 907 at page(s) 787 in the Register's Office of Gibson County, Tennessee. I have read the foregoing document, know the contents thereof, and have had sufficient opportunity for legal counsel to review this agreement.

Executed this the 21<sup>st</sup> day of October, 2013.

LOT 50, MAP 172C, GROUP H  
116 Augustus Cove, Medina, Tennessee

  
John Newhouse, owner

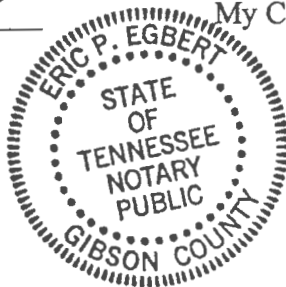
STATE OF TENNESSEE

COUNTY OF GIBSON

This day personally appeared before me John Newhouse, of 116 Augustus Cove, Medina, Tennessee 38355, whose name(s) is/are signed to the foregoing Amendment to Adopt Homeowner's Association and Bylaws for Summerfield Subdivision.

Sworn to and subscribed before me this 21<sup>st</sup> day of October, 2013.

  
NOTARY PUBLIC



My Commission Expires: 07/30/2017

INSTRUMENT PREPARED BY:  
CHARLES PATTERSON  
ATTORNEY AT LAW  
1023 OLD HUMBOLDT ROAD  
JACKSON, TN 38305

Hilda I. Patterson, Register  
Gibson County  
Rec #: 100776  
Rec'd: 5.00  
State: 0.00  
Clerk: 0.00  
EDP: 2.00  
Total: 7.00  
Instrument #: 123512  
Recorded  
8/3/2011 at 12:21 PM  
in Record Book  
958  
Pgs 324-327

AMENDMENT TO ADOPT HOMEOWNERS ASSOCIATION AND BYLAWS

FOR SUMMERFILED SUBDIVISION PHASE I, SECTION I, II and III

The undersigned represent many of the Lot Owners of Summerfield Subdivision, Phase 1, Section 1, 2 and 3, plats of which is of record in Plat Cabinet C at Slide 92, Plat Cabinet C at Slide 97 and Plat Cabinet D at Slide 8, all in the Register's Office of Gibson County, Tennessee. Subsequent Sections and Phases of Summerfield Subdivision are subject to a Homeowners Association. The Homeowners Association and ByLaws are first recorded in Record Book 923 at page 379 through 389, for Phase 2, Section 1 in Record Book 908 at page 1842 in the Register's Office of Gibson County, Tennessee; and are also referred to in the Restrictions for Summerfield Subdivision, Phase II, Section II.

The undersigned are lot owners in Phase I, Section I, who desire to become part of the Homeowners Association and to subject their particular lots to the Homeowners Association as outlined in the ByLaws in Record Book 923 at page 379 in the Register's Office of Gibson County, Tennessee. The undersigned acknowledge and agree that only the Lot owners in Sections 1, 2 and 3, Phase I, that sign this agreement will be bound by the Home Owners Association Declaration. The lot owners in Section 1, 2 and 3, Phase I, that decline to sign will not be members of the Homeowners Association, nor subject to its rules and regulations nor shall they have any rights or benefits of being a member of the Homeowners Association.



If other lot owners wish to become members of the Homeowners Association at a later dated they can file a document similar to this document and be allowed into the Homeowners Association.

The Association has voted on this matter and has approved the addition of any lots and lot owners in Sections 1, 2, and 3, Phase I who approve this document. This agreement shall be binding on all lot owners, who agree on it and shall runs with the land of each lot that approved it.

Executed this the 25 day of ~~March~~<sup>July</sup>, 2011.

Lot 1 - 101 Juno Cove, Medina, TN

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Lot 4 - 125 Juno Cove, Medina, TN

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Lot 2 - 109 Juno Cove, Medina, TN

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Lot 5 - 133 Juno Cove, Medina, TN

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Lot 3 - 117 Juno Cove, Medina, TN

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Lot 6 - 141 Juno Cove, Medina, TN

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Lot 31 – 124 Julius Cove, Medina, TN

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Lot 37 – 105 Augustus Cove, Medina, TN

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Lot 32 – 114 Julius Cove, Medina, TN

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Lot 38 – 115 Augustus Cove, Medina, TN

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Lot 33 – 104 Julius Cove, Medina, TN

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Lot 39 – 125 Augustus Cove, Medina, TN

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Lot 34 – 150 Summerfield Dr, Medina, TN

*X [Signature]*  
*July 25, 2011*

Lot 40 – 135 Augustus Cove, Medina, TN

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Lot 35 – 140 Summerfield Dr, Medina, TN

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Lot 41 – 145 Augustus Cove, Medina, TN

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Lot 36 – Summerfield Dr, Medina, TN

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Lot 42 – 151 Augustus Cove, Medina, TN

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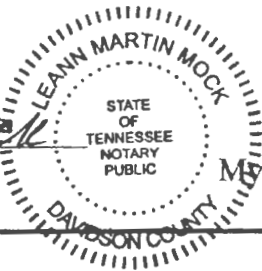
STATE OF TENNESSEE  
COUNTY OF GIBSON

ATTESTATION

This day personally appeared before me Jennifer Cross  
whose name(s) is/are signed to the foregoing Amendment to Adopt Homeowner's  
Association and Bylaws for Summerfield Subdivision as published in the Gibson County  
Register's Office in Records Book 927, Pages 1128-1129 and to abide by Restrictive Covenants  
as published in the Gibson County Register's Office in Record Book 908, Pages 1843-1848.

Jennifer Cross  
[affiant's signature(s)]

Sworn to and subscribed before me this 19<sup>th</sup> day of July, 2011.

Leann Martin Mock  
[notary's signature & seal]  My commission expires: 1-9-2012

STATE OF TENNESSEE  
COUNTY OF GIBSON

ATTESTATION

This day personally appeared before me \_\_\_\_\_  
whose name(s) is/are signed to the foregoing Amendment to Adopt Homeowner's  
Association and Bylaws for Summerfield Subdivision as published in the Gibson County  
Register's Office in Records Book 927, Pages 1128-1129 and to abide by Restrictive Covenants  
as published in the Gibson County Register's Office in Record Book 908, Pages 1843-1848.

\_\_\_\_\_  
[affiant's signature(s)]

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
[notary's signature & seal] My commission expires: \_\_\_\_\_

INSTRUMENT PREPARED BY:  
CHARLES PATTERSON  
ATTORNEY AT LAW  
1023 OLD HUMBOLDT ROAD  
JACKSON, TN 38305

Hilda T. Patterson, Register  
Gibson County  
Rec #: 116079  
Rec'd: 25.00  
State: 0.00  
Clerk: 0.00  
Other: 2.00  
Total: 27.00  
Instrument #: 142854  
Recorded  
10/30/2013 at 2:13 PM  
in Record Book  
981  
Pgs 987-991

AMENDMENT TO ADOPT HOMEOWNERS ASSOCIATION AND BYLAWS  
FOR SUMMERFILED SUBDIVISION PHASE I, SECTION I, II and III

The undersigned represent many of the Lot Owners of Summerfield Subdivision, Phase I, Section 1, 2 and 3, plats of which is of record in Plat Cabinet C at Slide 92, Plat Cabinet C at Slide 97 and Plat Cabinet D at Slide 8, all in the Register's Office of Gibson County, Tennessee. Subsequent Sections and Phases of Summerfield Subdivision are subject to a Homeowners Association. The Homeowners Association and ByLaws are first recorded in Record Book 923 at page 379 through 389, for Phase 2, Section 1 in Record Book 908 at page 1842 in the Register's Office of Gibson County, Tennessee; and are also referred to in the Restrictions for Summerfield Subdivision, Phase II, Section II.

The undersigned are lot owners in Phase I, Section I, who desire to become part of the Homeowners Association and to subject their particular lots to the Homeowners Association as outlined in the ByLaws in Record Book 923 at page 379 in the Register's Office of Gibson County, Tennessee. The undersigned acknowledge and agree that only the Lot owners in Sections 1, 2 and 3, Phase I, that sign this agreement will be bound by the Home Owners Association Declaration. The lot owners in Section 1, 2 and 3, Phase I, that decline to sign will not be members of the Homeowners Association, nor subject to its rules and regulations nor shall they have any rights or benefits of being a member of the Homeowners Association.

If other lot owners wish to become members of the Homeowners Association at a later dated they can file a document similar to this document and be allowed into the Homeowners Association.

The Association has voted on this matter and has approved the addition of any lots and lot owners in Sections 1, 2, and 3, Phase I who approve this document. This agreement shall be binding on all lot owners, who agree on it and shall runs with the land of each lot that approved it.

Executed this the \_\_\_\_ day of March, 2011.

Lot 1 - 101 Juno Cove, Medina, TN

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Lot 4 - 125 Juno Cove, Medina, TN

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Lot 2 - 109 Juno Cove, Medina, TN

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Lot 5 - 133 Juno Cove, Medina, TN

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Lot 3 - 117 Juno Cove, Medina, TN

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Lot 6 - 141 Juno Cove, Medina, TN

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Lot 7 - 149 Juno Cove, Medina, TN

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Lot 13 - 122 Juno Cove, Medina, TN

*Joseph W. Gambel Sr.*  
*Jolene B. Gambel* 8/27/11

Lot 8 - 157 Juno Cove, Medina, TN

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Lot 14 - 112 Juno Cove, Medina, TN

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Lot 9 - 156 Juno Cove, Medina, TN

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Lot 15 - 102 Juno Cove, Medina, TN

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Lot 10 - 148 Juno Cove, Medina, TN

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Lot 16 - 120 Summerfield Dr, Medina, TN

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Lot 11 - 142 Juno Cove, Medina, TN

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Lot 17 - 110 Summerfield Dr, Medina, TN

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Lot 12 - 132 Juno Cove, Medina, TN

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Lot 18 - 100 Summerfield Dr, Medina, TN

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The Association voted on this matter on April 28, 2011 and approved the addition of any lots and Lot Owners in Phase 1, Sections 1, 2 and 3, who approve and execute this document. The documents referenced herein shall apply to each lot. This agreement shall be binding on the lot(s) of those Lot Owners who agree on it and shall run with the land of each approved lot.

This restriction amends the deed of record in Deed Book 881 at page(s) 463 in the Register's Office of Gibson County, Tennessee.

LOT 13, MAP 172F, GROUP E  
122 Juno Cove, Medina, Tennessee

This day personally appeared before me Joseph & Jolene Gamble  
whose name(s) is/are signed to the foregoing Amendment to Adopt Homeowner's  
Association and Bylaws for Summerfield Subdivision as published in the Gibson County  
Register's Office in Records Book 927, Pages 1128-1129 and to abide by Restrictive Covenants  
as published in the Gibson County Register's Office in Record Book 908, Pages 1843-1848.

Joseph W. Gamble Sr. Jolene B. Gamble  
[affiant's signature(s)]

Sworn to and subscribed before me this 27<sup>th</sup> day of August, 2011.



Betty Wallace  
[notary's signature & seal]

My commission expires: 8-13-2014

This day personally appeared before me \_\_\_\_\_  
whose name(s) is/are signed to the foregoing Amendment to Adopt Homeowner's  
Association and Bylaws for Summerfield Subdivision as published in the Gibson County  
Register's Office in Records Book 927, Pages 1128-1129 and to abide by Restrictive Covenants  
as published in the Gibson County Register's Office in Record Book 908, Pages 1843-1848.

\_\_\_\_\_  
[affiant's signature(s)]

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
[notary's signature & seal]

My commission expires: \_\_\_\_\_