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This Instrument Prepared by:
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Prepared from information provided
By and at the direction of the Holly
Point Board of Directors

HOLLY POINT HOMEOWNERS ASSOCIATION

RULES & REGULATIONS

PARKING POLICY

Adopted September 2022

These Rules and Regulations have been adopted this 28th day of September, 2022 to do all things necessary or convenient to further the activities and affairs of the Association pursuant to the General Powers granted to the Board of Directors under Tenn. Code Ann. § 48-53-102.

The Rules and Regulations have been so adopted by the Board of Directors to insure compliance with the Amendment to the Deed of Dedication and Restrictions for Holly Point, Section 1, Holly Point, Section 2, and Holly Point, Section 3 (“Amendment”), of record in Volume 2143, Pages 333-392 in the Register’s Office for Montgomery County, Tennessee; the said Amendment having been corrected by Scrivener’s Affidavit of record in Volume 2177, Pages 1320-1322, said Register’s Office.

The procedures contained within these Rules and Regulations shall not prohibit Holly Point from exercising any and all remedies available to it contained within the said Amendment, existing restrictions or under Tennessee Law.

These Rules and Regulations are intended to supplement but not supersede all others contained in the Amendment. The Board may amend this document at any time without a vote from the Association membership.

All capitalized terms not otherwise defined herein shall have the meanings set forth in the Amendment.

VEHICLES:

1. Restrictions. Paragraph 27 of the Amendment, as corrected by the Scrivener’s Affidavit, places the following restrictions upon vehicles and trailers:
 - a. Class 1, Class 2 (Light Duty) and Class 3 (Medium Duty) vehicles may be parked in the front of homes in driveways.
 - b. Class 4 and greater vehicles shall not be parked within the boundaries of a Lot or on the street.
 - c. Homeowners with Class 5 dually pick-up trucks may request a variance in writing from the Board.

- d. Trailers (motorcycle, utility, cargo, boat or travel) shall not be parked in front of a Home. Trailers may be parked on the side or behind the Home on an approved surface.
 - e. 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.
2. Abandoned Vehicles. In accordance with Tennessee Code Annotated, Section 55-16-103, a vehicle will be determined abandoned and subject to towing if:
- A. Is in obvious state of disrepair and is left on Holly Point property or upon any street within Holly Point for more than thirty (30) consecutive calendar days.
 - B. Has remained illegally on Holly Point property or upon any street within Holly Point for a period of more than seventy-two (72) hours.
 - C. Has been stored on Holly Point property or upon any street within Holly Point for more than thirty (30) calendar days.
3. Any repair cost associated with damage to common areas, curbing, grass or sidewalks caused by an Owner's vehicle, or vehicle owned by their guests, occupants, agents or contractors, shall be the Owner's responsibility.
4. All vehicles, without exception, shall be towed at owner's expense if said vehicle is found to be improperly parked. Improperly parked vehicles include, but are not limited to those that are:
- A. Parked in an identified no parking zone.
 - B. Parked on the curbing, grass, or sidewalk.
 - C. Parked in a direction which is opposite of the flow of traffic.
 - D. Blocking the entrance or exit into the community, or parked in such a manner to impede or prevent ready access to the property.
 - E. Parked within fifteen (15) feet of a fire hydrant.
5. Motorcycles are considered a vehicle and are not allowed under any circumstances to be ridden or parked anywhere except the parking areas used by cars.
6. In addition to fines assessed in accordance with the Holly Point General Fine Policy ("Fine Policy"), of record in Volume 2175, Pages 2337-2341, Montgomery County Register of Deeds, Vehicles in violation of Paragraph 27 of the Amendment and/or Tennessee Law as recited above, may, at the discretion of the Board, be towed or booted. The owner of any vehicle towed

or booted shall be responsible for all fees which may be assessed due to such towing or booting **and without prior written notice of such violation.**

7. **Beachaven Auto Care & Towing (“Beachaven”)** has agreed to provide all towing services. Beachaven is located at: **2198 Madison Street, Clarksville, TN 37043 and may be contacted at 931-241-5900.** The Board reserves the right to contract with Beachaven or any towing company which, in its decision, will provide the highest level of towing services to Holly Point.
8. **Excluded Vehicles.** Vehicles which are owned by any Federal, State, City or County government that, as a requirement of the Owner or occupant’s employment, must be parked within Holly Point in a manner which would otherwise be a violation, shall be excluded from any restriction within these Rules and Regulations upon written confirmation of such parking requirement provided to the Board from the Owner or occupant’s employer.
9. **No Liability.** In accordance with the Amendment, neither the Association nor the Board, their agents or contractors shall be liable to any vehicle owner for trespass, conversion, theft or other related cause of action whose vehicle has been towed due to a violation.

Continuing Violations:

As permitted by Paragraph 27, part (h) of the Amendment, Any vehicle that is in violation 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.

[Signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this instrument as of this the 28 day of September, 2022.

HOLLY POINT
HOMEOWNERS ASSOCIATION

David A. Bishop
By: David A. Bishop
Its: President

STATE OF TENNESSEE)
COUNTY OF MONTGOMERY)

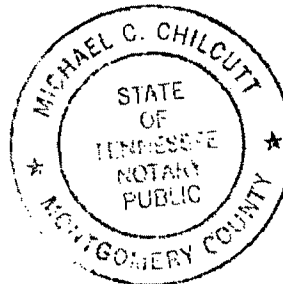
Before me, a Notary Public in and for the State and County aforesaid, personally appeared **David A. Bishop** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon his oath, acknowledged himself to be the President of Holly Point Homeowners Association, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Association by himself as such President.

Witness my hand and official seal at Clarksville, Montgomery County, Tennessee, this 28 day of September, 2022.

Michael C. Chilcutt
Notary Public


My Commission Expires:

Jan 16, 2024



Tennessee Certification of Electronic Document

I, Scott D. Weiss, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on October 10, 2022.



Affiant Signature


10/10/2022

Date

State of TENNESSEE

County of DAVIDSON

Sworn to and subscribed before me this 10th day of October, 2022.



Notary's Signature

MY COMMISSION EXPIRES: 05/05/2025

NOTARY'S SEAL

