

**DECLARATION OF PROTECTIVE COVENANTS
CONDITIONS AND RESTRICTIONS
HOLLY TREE**

Located in White House TN
Robertson County

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The original documents are on file at:

Robertson County Register of Deeds
108 Courthouse
Springfield , TN 37172
Phone: (615) 384-2476
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**DECLARATION OF PROTECTIVE COVENANTS
CONDITIONS AND RESTRICTIONS
HOLLY TREE
SECTION 1**

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter sometimes referred to as "Declaration") executed this 8th day of December, by James M. Balthrop, Trustee.

WITNESSETH

WHEREAS, Declarant is the owner of certain real estate in Robertson County, State of Tennessee, as described in Plat Book I 1, page 1 10, Register's Office for Robertson County, Tennessee, and more particularly described as being Holly Tree, Phase I.

WHEREAS, Declarant desires to provide for the protection and preservation of the values, amenities, desirability and attractiveness of Holly Tree, and

WHEREAS, the Declarant desired to establish and provide for a system of administration and continual operation and maintenance of the common areas of Holly Tree and as hereinafter described; and

WHEREAS, Declarant further desires to establish for Declarant's benefit and for the mutual benefit and advantage of all future owners and occupants of Holly Tree, or any portion thereof certain rights, easements, privileges, obligations, restrictions, covenants, liens, assessments and regulations governing the use and occupancy of Holly Tree and the maintenance, protection and administration of the common areas to promote and protect the operative aspects of residency or occupancy in Holly Tree and on all portions thereof and are intended to be construed as covenants running with the land which shall be binding on all parties having or acquiring any right, title or interest in all or any portion of the Properties and which shall inure to the benefit of each owner thereof, and

WHEREAS, Declarant is the sole owner of the Properties.

NOW, THEREFORE, Declarant, as legal titleholder of the Properties and for the purposes set forth above and further hereinafter set forth, declares as follows:

**CONDITIONS AND RESTRICTIONS
ARTICLE I
Definitions**

The following words when used in this Declaration or any supplemental declaration hereto (unless the context shall prohibit), shall have the following meanings:

- (a) "**Association**" shall mean and refer to Holly Tree Homeowners Association, to be organized and to exist under the laws of the State of Tennessee, its successors and assigns.
- (b) "**Board**" shall mean and refer to the board of directors of the Association.
- (c) "**Building**" shall mean and refer to a single-family residential building, which may be built on each lot.
- (d) "**By-Laws**" shall mean and refer to the by-laws of the Association attached hereto as Exhibit "A: and made a part hereof, and as may be amended from time to time.
- (e) "**Common Area**" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners, The Common Area to first lot is described as follows:
 - a. All plots of land designated on the Plat as Open Space and/or Common Area and generally all of the property as shown on the Plat.

- (f) “**Declarant**” shall mean and refer to James M. Balthrop, Trustee, principal place of business in Springfield, Tennessee, his successors and assigns.
- (g) “**Declaration**” shall mean and refer to this Declaration of Protective Covenants, Conditions and Restrictions applicable to the Properties and which shall be recorded in the Office of the Register of Deeds for Robertson County, Tennessee.
- (h) “**Lot**” shall mean and refer to any plot of land to be used for single-family residential purposes and so designated on the plat as the same may be amended or revised.
- (i) “**Majority of owners**” shall mean and refer to the holders of more than fifty percent (50%) of the total votes of the members.
- (j) “**Member**” shall mean and refer to any person or persons who shall be an Owner, and as such shall be a Member of the Association.
- (k) “**Mortgage**” shall mean and refer to the holder of a first lien deed of trust encumbering a Lot.
- (l) “**Holly Tree**” shall mean and refer to that certain residential community known as Holly Tree which is being developed on real property now owned by Declarant in Robertson, County, Tennessee and any other property submitted to the Declaration by future development of additional sections of Holly Tree.
- (m) “**Owner**” shall mean and refer to the record owner whether one or more persons or entitles, of the fee interest in any Lot which is part of Holly Tree, excluding, however, those parties having such interest merely as a security interest for the performance of an obligation.
- (n) “**Plat**” shall mean and refer to the Plan of Holly Tree, Phase I, of record in Plat Book 11, page 110, Registers Office for Robertson County, Tennessee, and any amendments or revisions thereto which may be adopted and duly recorded.
- (o) “**Person**” shall mean and refer to a natural person, as well as a corporation, partnership, firm, association, trust or other legal entity. The use of the masculine pronoun shall include the neuter and feminine, and the use of the singular shall include the plural where the context so requires.
- (p) “**Properties**” shall mean and refer to any and all of that certain real estate heretofore described or which may be submitted to the Declaration by future development of Additional sections of Holly Tree.

ARTICLE II
Properties Subject to This Declaration
And
Use of Common Area

Section 1: Submission of the Properties to Declaration and By-Laws. The Declarant, as legal titleholder in fee of the Properties, hereby submits and subjects the Properties to the provisions of this Declaration and By-laws. This Declaration shall constitute covenants running with the land and binding upon all parties now owning or hereafter having or acquiring any right, title or interest in the Properties or any part thereof and shall inure to the benefit of each Owner thereof Every person hereafter acquiring a Lot or any portion of the Properties by acceptance of a deed to any interest in a Lot or any portion of the Properties shall accept such interest subject to the terms of this Declaration and by acceptance of the same shall be bound by the terms, conditions and covenants of this Declaration.

Section 2: Owners Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any a period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective until any instrument agreeing to such dedication or transfer signed by sixty (60%) percent. of each class of Members has been recorded in the Registers Office for Robertson County, Tennessee.

Section 3: Delegation of use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on a Lot.

ARTICLE III Membership

Section 1: Members. Every person or entity who is an Owner of any Lot, which is included in the Properties, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2: Classes of Membership. The Association shall have two classes of membership:

- (a) Class A. Class A Members shall be all owners, except for Declarant prior to termination of Class B membership. If however, Declarant owns one or more Lots after the termination of Class B membership, then Declarant shall become a Class A Member.
- (b) Class B. The Class B membership shall be the Declarant, its successors or assigns. The Class B membership shall terminate and cease upon the first to occur of (i) the specific written termination by Declarant (ii) when seventy-five (75%) percent of the Lots have been sold from the builders thereof to ultimate homeowners in all sections of Holly Tree or (iii) January 1, 2005.

Section 3: Class A Voting. Class A Members shall be entitled to one vote for each Lot owned. The vote for any one Lot owned by more than one person or entity shall be exercised as they among themselves shall determine but in no event shall the vote or votes with respect to any jointly owned Lot be cast separately.

Section 4: Class B Voting. Until the termination of Class B membership, the Class B Member shall have three votes for each Lot owned.

ARTICLE IV Assessments

Section 1: Creation of lien and Personal Obligation for Assessments. Each Owner of any Lot shall, by acceptance of a deed therefore, whether or not it shall be so expressed in any deed or other conveyance, be deemed to covenant and agree to all the terms and provisions of these restrictions and promised to pay to the Association both annual assessments and charges and special assessments, such assessments to be established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and be a charge and continuing lien upon the Lot against which such assessment is made as of the effective date of each assessment. Each such assessment, together with such interest thereon and costs of collection therefore as are hereinafter provided, shall also be the personal obligation of the person or entity who

was Owner of such Lot at the time when the assessment fell due. In the case of co-ownership of a Lot, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment. For the improvement, maintenance, operation and security of the Common Area, including, but not limited to, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. At the option of the Association annual assessments may be used to provide supplemental landscaping maintenance within Lots and to provide garbage and trash collection and disposal if needed to supplement that provided by public authority. Further, the Association may require annual assessments to be paid in equal monthly, quarterly or annual installments.

Section 2: Maximum Annual Assessment. The maximum annual assessment for calendar year 2000 shall be \$500.00 for each Lot, fractions of calendar years to be computed and prorated equitably, at the same uniform rate for the calendar year 2000. Thereafter, maximum annual assessments shall be determined by the Association as follows:

- (a) From and after January 1, 2001, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year, without a vote of the membership.
- (b) From and after January 1, 2001, the maximum annual assessment may be increased above ten (10%) percent by a vote of sixty (60%) percent of each class of members who are voting in person or by proxy, at the annual meeting or a special meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 2: Special Assessments. In addition to the special assessments hereinabove authorized, the Association will levy special assessments for the purpose of defraying, in sole or in part, the cost of any construction or reconstruction improvements; provided, however, that any such special assessment Members present and voting in person or by proxy in each class of membership at the annual meeting or a special meeting duly called for this purpose. Special assessments shall be due and payable on the date(s), which are fixed by the resolution authorizing such assessments.

Section 4: Notice and Quorum for Any Action Authorized Under Sections 2 and 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 2 or 3 or at which such action may be taken shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5: Uniform Rate of Assessments. Both annual and special assessments must be fixed at the uniform rate for all occupied Lots. AU initially unoccupied Lots shall be assessed at twenty five (25%) percent of the assessment for occupied Lots. The full assessment for occupied lots shall be prorated and due on the first day of the month following the first occupancy of a residence on any Lot and thereafter at the full assessment rate regardless of occupancy.

Section 6: Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on November 1, 1999. The first annual assessment shall be adjusted according to the number of months the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be established by the Board of Directors.

Section 7: Records of Assessment. The Association shall cause to be maintained in the office of the Association a record of all Lots and assessments applicable thereto which shall be open to inspection by any Owner. Written notice of each assessment shall be mailed to every owner of the

Lot subject to assessment. The Association shall, upon demand and payment of a reasonable charge, furnished to any owner of a certificate in writing signed by an officer of the Association setting forth whether the assessments against the Owners Lot have been paid, and if not, the amount due and owing. Absent manifest error, such certificates shall be conclusive as evidence for the third parties as to the status of assessments against such Lot.

Section 8: Effect of Non-Payment of Assessment or Other Charges. If any annual, quarterly, or monthly assessment or any special assessment is not paid on the date when due, or if any sum or charge agreed to be paid by Owners in this Declaration is not paid when due, then such assessment, sum or charge shall be delinquent and shall accrue interest thereon at the highest rate permissible under the laws of the State of Tennessee, after the date due. If such assessment, sum or charge is not paid within thirty (30) days after the due date, then the Association may bring an action at law against the Owner personally and/or foreclose the Lien against the Lot by court action or trustee's sale, as hereinafter provided, and there shall be added to the amount of such assessment, sum or charge all reasonable attorneys' fees and costs incurred by the Association in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessments as indicated above.

Section 9: Enforcement of Lien by Trustee's Sale. For and in consideration of the privileges and protections granted herein and for the express purpose of securing the payment of the assessments, other sums and charges described in Section 8 above, rendering unnecessary court proceedings for the enforcement of the lien described in Sections 1 and 8 above, each Owner accepting a deed to a Lot, for his heirs, administrators, successors and assigns, does hereby transfer and convey unto John B. Holt, Trustee, his successors and assigns, each such Lot deeded to such Owner, with the appurtenances, estate, title and interest thereto belonging, unto the Trustee for the following uses in trust:

Said Owners agree to pay all assessments, sums and charges when due and upon demand of said Trustee or the Association to pay, discharge or remove any and all Liens (except a first mortgage or deed of trust lien) which may be hereafter placed against said Owners Lot which shall adversely affect the Lien granted wherein, and in case the Trustee or his successors or the Association she hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said Lot or the Lien granted herein, or appear in any court to prove said indebtedness, all costs and expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed and be payable by Owner upon demand of the Trustee of Association and upon failure to do any of these things then said Trustee or Association may do any or 0 of the said things and the amounts so paid shall bear interest from the date of payment at the highest rate then permitted by the laws of the State of Tennessee, and shall be and become a part of the indebtedness secured hereby. If said assessments, sums or charges, or interest thereof, are not paid promptly when due or within any period of cure allowed above, or if after said Owner(s) fail(s) to pay any other sum due as above provided, or further, fail to reimburse the Trustee or Association within thirty (30) days from the date of Trustee's or Associations payment of such sums, this trust conveyance shall be in full force and effect and the said Trustee or his successor in trust is hereby authorized and empowered upon giving twenty (20) days notice by three (3) publications in any newspaper, daily or weekly, published in Robertson County, Tennessee to sell said Lot at the front door of public outcry, free from the equity of redemption statutory right of redemption homestead, dower and all other exemptions of every kind which are hereby expressly waived; and the said Trustee or Hs successor in trust is authorized and empowered to execute and deliver a deed to the purchaser at such foreclosure sale. The Association may bid at any sale under this trust conveyance. The Trustee may at any time after default in the payment of any of the above described indebtedness enter and take possession of said Lot and shall only account for the net rents actually received by him. It is further agreed that in the event the Trustee fails, before selling said Lot, as herein provided to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of

a deed for said Lot. In case of sale hereunder, the proceeds shall be applied to the Trustee as follows:

- (a) To the payment of all costs, charges and expenses of executing this conveyance and enforcing said Lien as herein provided; also reasonable attorneys' fees for advice in the premises, or for instituting or defending any litigation which may arise on the account of the execution of this conveyance, or the enforcement of said Lien also the expenses of any such litigation.
- (b) To the payment of all taxes which may be unpaid on said premises.
- (c) To the payment of all unpaid indebtedness herein secured.
- (d) The residue, if any, to be paid to said Owners, their order, or to their representatives or assigns,

In the event of the death, absence, inability or refusal to act of said Trustee at any time when action of the foregoing powers and trusts may be authorized, or for any other reasons the lawful owner and holder of said Lien is hereby authorized and empowered to name and appoint a successor in trust to execute this trust by an instrument in writing to be recorded in the Registers Office for –Robertson County, Tennessee, and title therein conveyed to the above named Trustee shall be vested in said successor. Trustee is authorized to appoint an attorney-in-fact to conduct in his stead and on his behalf and with the same power possessed by said Trustee as granted herein any and all foreclosure sales authorized above. The Lien described in this Section and in Sections 1 and 8 above shall be subordinate to the Lien of a recorded first mortgage or deed of trust encumbering any such Lot or portion of a Lot. Provided, however, in the event the holder or Owner of such mortgage or first deed of trust becomes the Owner of such Lot after foreclosure thereof or a third party purchases such Lot after foreclosure thereof, any such purchaser shall become subject to the Lien reserved herein for the purpose of securing all assessments becoming due from and after the date such purchaser accepts a deed to said Lot or enters into possession of said Lot, whichever shall first occur.

ARTICLE V

Architectural and Building Restrictions

The Architectural Committee shall have the responsibility of enforcement of these restrictions until all the Lots have been sold by the builders to ultimate homeowners. The Board of Directors of the Association shall assume responsibility for enforcement of the restrictions after that time.

Section 1: Approval of Development. Before commencing the construction, reconstruction, remodeling, alteration or addition of any building or structure, fence, wall, driveway, path or other improvement of any nature, the Owner shall first submit its building plans, specifications, site and landscape plans, drainage plans, and an elevation sketch (collectively the “Plans”) of all improvements, to the Architectural Committee, as hereinafter described, for its written approval. Any changes in the Plans from those submitted for approval must be resubmitted for approval by the Architectural Committee pursuant to this Section as if an original submission. The Plans shall include all materials for driveways, walls, fences, swimming pools and tennis courts. In the event the Architectural Committee shall fail to approve or disapprove the Plans in writing within thirty (30) days after they have been received by the Architectural Committee, such approval will not be required and this covenant shall be deemed to have been competed with. The Plans shall be delivered to the Architectural Committee in person or by certified mail at the address to be designated from time to time by Declarant or the Association.

Plans for any improvements must conform to certain restrictions as set forth in Section Two hereof and further must conform to the other requirements of this Declaration. The Architectural Committee shall be the sole judge or arbiter of such conformance or non-conformance. Further, the Architectural Committee may approve or disapprove plans when the Architectural Committee, in its sole discretion,

determines that the proposed improvements or any feature of the Plans are not architecturally or aesthetically compatible with Holly Tree.

If the Architectural Committee approves the Plans, the actual construction in accordance with the Plans shall be the responsibility of the Owner; provided, however, upon the completion of the improvements, and prior to occupancy, the Owner shall notify Declarant, who shall have ten (10) days thereafter in which to have the improvements inspected by the Architectural Committee to insure that the construction was completed in accordance with the Plans approved by the Architectural Committee prior to construction. In the event that the Architectural Committee shall fail to approve or disapprove the completed improvements in writing within ten (10) days after receipt of notice from the Owner that the improvements are completed, such approval shall not be required and these covenants will be deemed to have been complied with. In the event an Owner has made changes from the original Plans approved by the Architectural Committee and such changes were not previously approved by the Architectural Committee, occupancy of the subject improvements shall be delayed until the necessary corrections have been made.

In the event any Owner shall fail to complete His residence according to the approved plans or to maintain the improvements situated upon his or her Lot in a manner satisfactory to the Association, the Association may, upon the vote of six percent (60%) of the Association's Directors, and after ten (10) days notice in writing to the Lot Owner, in the event of his continued failure to commence the correction of the matter in issue, enter upon said Lot and complete, repair, maintain or restore the exterior of the improvements erected thereon. The cost of such exterior repair and maintenance shall be added to and become a part of the Assessment to which such Lot is subject and the Owner shall be personally liable for the cost of such maintenance so incurred.

In addition to the approval of Plans and other matters herein set forth, the Architectural Committee shall have the right to waive minor violations and allow minor variances where the same resulted unintentionally or without gross carelessness on the part of any Owner and are not materially harmful to the properties. If such waiver is granted in writing, then thereafter such matters so waived shall no longer be deemed a violation of these restrictions.

The approval by the Architectural Committee of the Plans and completed improvements as required above is not intended to be an approval of the structural stability, integrity or design of a completed improvement or of the safety of any component compliance with the covenants contained in this Declaration and further, to insure the harmonious and orderly architectural development and improvement of the Properties. Notice is hereby given to any future occupant of any such completed improvement and all invites, business guests, and other persons who may from time to time enter or go on or about such completed improvements that no permission or approval granted by the Architectural Committee with respect to construction pursuant to this Declaration shall constitute or be construed as an approval by them of the structural stability or design of any building, structure or other improvement and no liability shall accrue to the Architectural Committee in the event that any such construction shall subsequently prove to be defective. No structure of a temporary nature shall be allowed on any Lot at any time except that of an Owners contractors and subcontractors during the period of construction of improvements.

The Architectural Committee shall consist of five (5) members with one vote each as follows: Robert E. Ellis (as one member); Cody T. Watts (as one member); Ty N. Watts (as one member); Bob Goodall (as one member); and Don Bullard (as one member). Said members shall be empowered to appoint a successor should a vacancy occur. Three (3) votes shall be required for a quorum at any meeting of the Architectural Committee. A majority of those votes present at a meeting at which a quorum is present shall constitute the action of the Architectural Committee. By supplemental declaration, the members of the Architectural Committee may delegate to the Association the authority and duty to appoint the Architectural Committee.

Section 2: Improvement, Setback and Use Restrictions.

- (a) All numbered Lots in said subdivision shall be used for single-family residential purposes only.
- (b) No building shall be located nearer to the front line or nearer to the side street than the building setback lines shown on the Plat, except with the written consent of the Declarant and the approval of the necessary governing body. In determining compliance with this provision, the applicable zoning laws, ordinances, and regulations of the governmental body having jurisdiction shall control.
- (c) To ensure a standard of improvements satisfactory to purchasers of adjacent property, no Building or other structure shall be constructed, altered, improved, or used without the written approval of the Architectural Committee of completed working drawings, plans, specifications, site plans, and uses of such structures and buildings, provided that said approval shall not be unreasonably withheld; and in like manner, all subsequent alterations, improvements, additions or uses must be approved in writing as set forth hereinabove, provided that said approval shall not be unreasonably withheld. Any Buildings or structures on the property must be placed, constructed, altered, improved or used according to the working drawings, plans, specifications, site plans and uses approved in writing as hereinabove provided. Once construction has commenced on a structure approved as herein provided, said construction shall proceed as soon as practicable to completion in accordance with the plans and specifications approved. Construction shall in any event, be completed within twelve (12) months of its commencement. A failure to exercise the right of approval in any one or more instance shall not be a waiver of the right to exercise such right of approval in other instances. This paragraph is intended to apply to all original construction and to such structures as fencing, antennas, animal enclosures, clothes lines, etc., without specific limitation thereto, not as examples, and other buildings and structures.
- (d) It shall be obligatory upon all Owners of Lots to consult with authorities of the governing body having jurisdiction before any driveways, culverts or other structures or grading are constructed within the Units of any dedicated roadways, and such placements or construction shall be done in accordance with the requirements of the governing body having jurisdiction in order that all roads or streets within Holly Tree which shall be affected by such placement of construction may not be disqualified for acceptance in the road system of the governing body having jurisdiction.
- (e) A perpetual easement is reserved on each Lot as shown on the Plat for the construction and maintenance of utilities and for drainage purposes. No structure shall be erected or maintained upon said easements, except such as are constructed for public utility purposes.
- (f) No Lot shall be re-subdivided.
- (g) Prior to the termination of Class B Membership, the restrictions and provisions hereinabove set forth may be amended at any time and from time to time by an Architectural Committee operating within the rules set forth in Article V, Section I of this Declaration without the joinder of any Lot Owner, except that VA and FHA has the right to veto amendments while there is Class B Membership. The restrictive covenants as amended from time to time may be enforced by the Declarant, or any one or more of the Owners of Lots. Any failure to enforce these restrictions because of any violations shall not be deemed a waiver of such right as to any subsequent or other violation, said right being a continuing one.
- (h) No portable, mobile or temporary structure shall be allowed on any Lot of Holly Tree where a permanent structure is under construction except for use by the exclusive real estate listing agent or developer for the initial development of Holly Tree.

- (i) No buildings shall be unattached to the primary structure on the Lot either by builders or homeowners to ensure the beauty and conformity of the subdivision except by written approval of the Architectural Committee, as provided in paragraph (d) hereof.
- (j) To ensure a standard satisfactory to other surrounding homeowners, all builders must be approved in writing by the Declarant. A failure to exercise a right of approval of any one or more instances shall not be a waiver of the right to exercise such right of approval in other instances.
- (k) Invalidation of any one of these covenants by proper court decree or otherwise shall in no wise affect any of the other provisions herein contained, it being intended in any event that all restrictions set out herein shall remain in full force and effect.
- (l) No structures such as fencing, antennas, including dish antennas and radio towers), animal enclosures, storage buildings, clothes lines, or any other buildings or structures shall be permitted, except by written approval from the Architectural Committee, as provided in paragraph (d) herein.
- (m) Swimming pools will be permitted only if located in the rear or enclosed within the dwelling and only if built no nearer than five (5) feet to any Lot line. All swimming pools shall be fenced for safety, after approval of the architectural control committee, provided that any fence around swimming pools shall be screened from view by neighboring properties. Any fence construction must be approved by the architectural control committee.
- (n) Inoperable vehicles may not be kept on any Lot. Moreover no Owner shall permit any motor vehicles (operable or inoperable) owned by such Owner or by any person occupying his dwelling or by any person on his premises as guest or invitee to remain parked on the public streets or parking area, which are a part of the Common Area for more than forty-eight (48) hours.
- (o) No pre-existing structure may be brought into the subdivision and placed or erected on any Lot.
- (p) Automobiles may not be assembled, disassembled or serviced in plain view on any Lot. All work must be done in enclosed building.
- (q) No camper, boat or other like vehicle may be stored on any Lot unless screened from view of adjoining Lots, streets, and the Common Area.
- (r) The restrictions contained in Article V, Sections 2, 5 and 6 are covenants running with the land and shall be binding and obligatory upon all persons who now own or may hereafter own, possess or occupy any Lot for a period of thirty (30) years from the date of recording of the Declaration and thereafter until terminated by sixty (60%) percent of the votes of the Owners at the time such termination is approved. Any or all of the restrictions and covenants herein contained may be amended prior to said expiration date as provided in paragraph (n) hereof, and thereafter by the approval of sixty (60%) percent of the votes of the Owners at the time the amendment is made, duly executed and recorded pursuant to law.
- (s) The ground floor of any one-story residential building, exclusive of garages, porches or carports, shall not be less than 1600 square feet. The ground floor of any one and one-half-story structures shall not be less than 900 square feet.
- (t) All homes to be brick to grade or masonry construction unless otherwise approved by the Architectural Committee.
- (u) All homes initially constructed by individual lot owner, developer and/or subdivision owner shall be total-electric including HVAC (heating, ventilating, air conditioning) systems, water heating, cooking, and other appliances and the provision shall constitute a restrictive covenant which shall run with the land.

Section 3: Maintenance. All Lots, together with the exterior of all improvements located thereon, shall be maintained in a neat and attractive condition by their respective Owners. To provide uniformity in the maintenance of the landscaping, the Association may contract with one or more landscaping services to provide maintenance services for all Lots within the development excepting only enclosed courts. Dead or diseased trees, shrubs, bushes or other vegetation shall be cut and removed promptly from any Lot by the Owner thereof. Upon the failure of any Owner to maintain his Lot, whether vacant or occupied, in a neat, clean, sanitary, safe and attractive condition, the Association or the authorized agents or employees of the Association may after thirty (30) days notice to such Owner, enter upon such Lot and have the grass, weed and other vegetation cut when and as often as the same is necessary in its judgment and may have dead or diseased trees, shrubs and other plants and trash removed there from. Such Owner shall be personally liable to the Association for the cost of any such cutting, clearing, maintenance or removal determined by the Board of Directors of the Association to be necessary, and the liability for the amounts expended for such cutting, clearing, maintenance or removal shall be a permanent charge and lien upon such Owners Lot enforceable by the Association by an appropriate proceeding at law or in equity. All costs incurred by the Association on behalf of such Owner shall be reasonable. Although notice given as hereinabove provided shall be sufficient to give the Association or the right to enter upon such -Lot and perform the work required, entry for the purpose of performing the work required shall be only between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday.

Section 4: Regulation by the City of White House. It shall be expressly understood and agreed to by such Owner that the City of White House, Tennessee is hereby authorized and empowered to require the Association and each Owner, jointly and/or severally, to provide for the orderly maintenance and upkeep of the Common Area. In the event that the City of White House, Tennessee and its agents may, upon ten (10) days notice to the Association enter upon the Common Area and make any repairs or improvements to the Common Area which the City of White House or its agents, in its sole discretion, deem necessary to restore the maintenance and upkeep on the Common Area to an orderly condition and to alleviate any unsightly problems associated with the Common Area. Thereafter, the Association and each Owner shall be obligated to pay to the City of White House its costs for all improvements, work and/or labor supplied or shall be a personal obligation of the Association and each Owner, jointly and severally. All such costs shall be paid to the City of White House, Tennessee within five (5) days of receipt from the City of White House, Tennessee of a statement for such costs, when receipt shall be required to be served upon the President of the Association only. AU Owners hereby waive notice of receipt of said statement for such costs. In order to secure payment at and after the due date, there shall arise a continuing lien and charge against each Lot in favor of the City of White House, the amount of which shall include costs and reasonable attorneys' fees to the extent permissible by law. The City of White House, Tennessee may bring an action at law against the Association and/or any Owner or foreclose the Lien against any property owned by any Owner. Neither the Association nor any Owner may waive or otherwise escape liability for the costs incurred by the City of White House, Tennessee as described herein.

Section 5: Animals and Pets. No animals, domestic, or fowl of any kind shall be raised, bred, pastured, or maintained on any Lot, except household pets which may be kept as pets for the sole pleasure of the occupants, but not for any commercial purpose or use, (limited to one (1) dog and one (1) cat per household), unless prior written approval is obtained from the Architectural Committee. All animals must remain on the property of the owner of that animal.

Section 6: Nuisances and Unsightly Materials. No house or other approved structure on any Lot shall be used for any commercial business purposes. Each Owner shall refrain from any act or use of his Lot, which could reasonably cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood. No noxious, offensive, or illegal activity shall be carried on upon any Lot. Boats, trailers, campers, vans, or trucks of any kind may be stored in enclosed areas only and must not be visible from neighboring Lots, streets, roads or open areas. No motorcycle, motorbike, motor scooter,

trail bike, go-cart or motorized vehicle of any type without a muffler or mufflers shall be permitted to be operated within Holly Tree.

Section 7: Governmental Restrictions. Each Owner shall observe all governmental building codes, health regulations, zoning restrictions and other regulations applicable to his Lot. In the event of any conflict between any provision of any such governmental code, regulation or restriction and any provisions of this Declaration the more restrictive provision shall apply.

ARTICLE VI Easements

Section 1: General. Until termination of the Class B membership, Declarant reserves an easement for ingress and egress generally across the Properties at reasonable places on the Properties and the various Lots for the purpose of completing Declarant's intended development. Said ingress and egress easement shall in any event be reasonable and shall not interfere with the construction of improvements on a Lot nor the use and enjoyment of a Lot by a Lot Owner.

Section 2: Emergency. There is hereby reserved without further assent or permit a general easement to all policemen, security guards employed by Declarant and/or the Association, firemen, ambulance personal, garbage collectors, mailmen, utility personnel, delivery service personnel and all similar persons to enter upon the Properties or any portion thereof which performance of their respective duties. Included in the persons designated to have access to the Properties are all police and fire officers of the City of White House and Robertson County, Tennessee.

Section 3: Easements shown on the Plat. The Plat contains certain designated easements for landscaping, roads, ingress and egress, utilities and drainage. The easements so designated on the Plat encumber the Lots as shown on the Plat, and are hereby established as perpetual and irrevocable easements. Said easements are granted and reserved for the use and benefit in common of all Owners of Holly Tree and their agents, servants, family members and invitees. No Owner shall have the right to restrict, impede or take any action which might in any way prohibit or limit the use in common by all Owners of said easements. However, the use of the easements and Common Area shall be subject to and governed by the provisions of this Declaration and the By-Laws, rules and regulations of the Association.

ARTICLE VII General Provisions

Section 1: Duration. Except as provided in Article V, Section 2 hereof, these restrictions shall be appurtenant to and run with the land and shall be binding upon all Owners and parties hereinafter having an interest in any of the Properties and all parties claiming under them for a period of thirty (30) years from the date of the recording of this Declaration.

Section 2: Enforcement. All restrictions herein may be enforced by Declarant, his successors and assign until the termination of the Class B membership, by the Association or any Owner, by proceeding at law or in equity against the person firm or other entity violating or attempting to violate any covenant or covenants, either to restrain the violation thereof or to recover damages, together with reasonable attorneys' fees and court costs.

Section 3: Partial Invalidity. Any invalidation of any one or more of these restrictions by judgment or court order of a court of competent jurisdiction or statute, or failure on the part of Declarant, the Association or any Owner to enforce any of said restrictions, shall in no way affect any of the other provisions hereof or be deemed to be a waiver of the right to enforce such restrictions any time after the violation thereof

Section 4: Abatement. In the event that any Owner violates any of the terms or conditions of these restrictions and fails to cure the same within ten (10) days after written notice thereof, then Declarant

or the Association in addition to the other rights and remedies provided for herein, shall have the express right, privilege and license to enter upon any Lot to take any reasonable action to cure such violation, and all reasonable costs thereof shall be At the expense of the Owner of such Lot and shall be payable to Declarant or the Association upon demand by Declarant or the Association.

Section 5: Exoneration of Declarant. Each Owner of any Lot in the Properties or any other party interested in the Properties expressly agrees that:

- (a) No duty or obligation is imposed upon Declarant to enforce or attempt to enforce any of the covenants or restrictions contained herein, nor shall Declarant be subject to any liability of any kind or nature whatsoever from any third party from failing to enforce the same; and
- (b) Declarant's approval (or approval by the Architectural Committee) of any building plans, specifications, site or landscape plans or elevations, or any other approvals, or consents given by Declarant pursuant hereto (or by the Architectural Committee) or otherwise shall not be deemed a warranty, representation or covenant that any such buildings, improvements, landscaping or other action taken pursuant thereto or in reliance thereon complies with any or all applicable laws, rules, building codes requirements or regulations, the sole responsibility for all of same being upon the respective Owner, and Declarant and the Architectural Committee are expressly released and relieved of any and all liability in connection therewith. Owner agrees to indemnify and hold the Declarant and the Architectural Committee harmless from 0 loss or damage, including reasonable attorneys' fees, incurred by Declarant or Architectural Committee as a result of any suit or claim made by any party concerning any feature of construction of the improvements made to any Lot, the non-compliance thereof with such laws, rules, building codes requirements or regulations, or further, any suit or claim made by any injured or alleged injured party claiming to have been damaged or injured by any failure in the structure of any completed improvement, or any negligence in design or workmanship of any component of such completed improvements on such Lot.

Section 6: Other Lands of Declarant. Nothing contained within these restrictions shall be held or construed to impose any restrictions, covenants, or assessments on any other land of the Declarant, except for the land contained within the description of the Properties, unless specifically submitted and included within these restrictions by a supplementary declaration. Further sections of Holly Tree may be added hereunder by supplementary declaration pursuant to Section 6 hereof.

ARTICLE VIII Amendment

The covenants and restrictions of this Declaration may be amended pursuant to Article V, Section 2 (g) and 2 (s) hereof. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record. Every purchaser or subsequent grantee of any interest in any property now or hereafter made subject to therefore, thereby agrees that the covenants and restrictions of this Declaration may be amended as provided herein.

IN WITNESS WHEREOF, the Declarant has caused this Declaration of Protective Covenants, Conditions and Restrictions to be duly signed this 8th day of December 1999.

FIRST AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS CONDITIONS AND RESTRICTIONS FOR HOLLY TREE

Whereas, as reflected in Article 1, (d), of the Bylaws of the Association the undersigned Declarant desires to amend the Declaration of Protective Covenants Conditions and Restrictions for Holly Tree,

which appear of record in Record Book 592, page 194, Register's Office for Robertson County, Tennessee, as set forth below.

Article IV, at page 6, of the restrictions is amended to delete the wording "Section 2" and add the wording "Section 3". The remaining verbiage of said Section, which refers to special assessments, shall remain as set forth in the original declaration.

Article IV, Section 8, is amended to read as follows: Effect of Non-Payment of Assessment or Other Charges. If any annual, quarterly, or monthly assessment or any special assessment is not paid on the date when due, or if any sum or charge agreed to be paid by Owners in this Declaration is not paid when due, then such assessment, sum or charge shall be delinquent and shall accrue interest thereon at the highest rate permissible under the laws of the State of Tennessee, after the date due. In addition, each owner shall be assessed an additional sum of \$10.00 per month as a late charge for any late paid assessment sum or charge. If such assessment, sum or charge is not paid within thirty (30) days after the due date, then the Association may bring an action at law against the Owner personally and/or foreclose the lien against the Lot by court action or trustee's sale, as hereinafter provided, and there shall be added to the amount of such assessment, sum or charge all reasonable attorneys' fees and costs incurred by the Association in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessments as indicated above.

Article VIII, Section 1 is amended to read as follows: The covenants and restrictions of this Declaration may be amended pursuant to Article V, Section 2 (g) and 2 (r) hereof. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record. Every purchaser or subsequent grantee of any interest in any property now or hereafter made subject to therefore, thereby agrees that the covenants and restrictions of this Declaration may be amended as provided herein.

Article V, Section 2 (s) is amended to read as follows: The ground floor of any one-story residential building, exclusive of garages, porches or carports, shall not be less than square footage. The ground floor of any one and one-half-story structures shall not be less than 900 square feet.

Additionally, Article I, (d) of the Declaration provides that the Bylaws of the Association are attached as Exhibit "A", and made a part hereof. The Bylaws were inadvertently omitted from the previously recorded Declaration and are attached hereto as "Exhibit A".

Except as amended herein, the declaration recorded at Record Book 592, page 194, Register's Office for Robertson County, Tennessee, is ratified and confirmed by Declarant.

Goodall Inc., Builders, which is the sole owner of any Lots affected by this amendment other than the Declarant, joins in this amended declaration for the purpose of expressing its consent to the amendments.

IN WITNESS WHEREOF, The Declarant has caused this First Amendment to the Declaration of Protective Covenants, Conditions and Restrictions to be duly signed this 10th day of January 2000.