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DECLARATION  
OF  
COVENANTS, CONDITIONS, RESTRICTIONS,  
LIENS AND RESERVATION OF EASEMENTS  
FOR  
HOLLY TREE FARMS HOMEOWNERS' ASSOCIATION, INC.

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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,  
LIENS AND RESERVATION OF EASEMENTS FOR  
HOLLY TREE FARMS HOMEOWNERS' ASSOCIATION, INC.

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, LIENS AND RESERVATION OF EASEMENTS FOR HOLLY TREE FARMS HOMEOWNERS' ASSOCIATION, INC. ("Declaration") is made this 22nd day of JANUARY, 1991, by Zaring National Corporation, an Ohio corporation ("Developer"), under the following circumstances:

WHEREAS, Developer is the owner of certain real property located in Williamson County, Tennessee, more particularly described in Exhibit A attached to this Declaration (the "Property").

WHEREAS, Developer desires to declare that the Property shall be held, sold and conveyed subject to the provisions of this Declaration.

WHEREAS, Developer has formed Holly Tree Farms Homeowners' Association, Inc., a Tennessee non-profit corporation (the "Association"), which shall be responsible for the administration and enforcement of the provisions of this Declaration.

WHEREAS, Developer owns or may acquire other real property in the vicinity of the Property that may be annexed to the Property and subjected to this Declaration (the "Additional Property").

NOW, THEREFORE, for the purposes of establishing and assuring a uniform plan for the development of the Property, and enhancing and protecting the value, desirability and attractiveness of the Property, Developer declares that the Property shall be held, occupied, sold and conveyed subject to this Declaration and be binding on all parties having any right, title and interest in the Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE 1. DEFINITIONS

In addition to any definitions contained elsewhere in this Declaration, the following terms used in this Declaration shall have the meanings set forth in this Article 1.

1.1. Additional Property. "Additional Property" means other real property in the vicinity of the Property which is owned and/or acquired by Developer which may be annexed to Holly Tree Farms.

1.2. Assessments. "Assessments" means the charges established by Article 2 of this Declaration.

1.3. Association. "Association" means Holly Tree Farms Homeowners' Association, Inc., a Tennessee non-profit corporation, which will own, operate and/or maintain the Common Property, and any successor organization that owns, operates and/or maintains the Common Property.

1.4. Board. "Board" means the Board of Directors of the Association.

1.5. Builder. "Builder" means any person or entity, other than the Developer, who, in the ordinary course of business, constructs a Dwelling Unit for resale to, or on behalf of, a third party. A Builder may or may not be an Owner.

1.6. Bylaws. "Bylaws" means the Bylaws of the Association, as the same may be amended from time to time. A true copy of the Bylaws is attached hereto as Exhibit B and made a part hereof.

1.7. Charter. "Charter" means the Charter, filed with the Secretary of the State of Tennessee, incorporating the Holly Tree Farms Homeowners' Association, Inc., as a non-profit corporation under the provisions of T.C.A. § 45-52-101 et seq., as the same may be amended from time to time. A true copy of the Charter is attached hereto as Exhibit C and made a part hereof.

1.8. Common Expenses. "Common Expenses" means those costs and expenses incurred by the Association as described and defined in Article 3.6 of this Declaration.

1.9. Common Property. "Common Property" means all real and personal property owned by or leased to the Association including landscaping, garden walls or any monumentation located within any easement area as set forth on any Holly Tree Farms Subdivision Plat for the common use and enjoyment of the Owners. This real and personal property includes, but is not limited to, the land comprising the Property other than the Lots, together with any of the following that may be located on such land: private drainage and sewer systems, parking areas, streams, ponds, pathways, parks, community buildings, clubhouses, recreational facilities, common utility lines and other improvements and facilities owned, operated or maintained by the Association.

1.10. Declaration. "Declaration" means this instrument as the same may be amended from time to time as hereinafter provided.

1.11. Default. "Default" means any violation, breach or any failure to comply with, this Declaration or the Bylaws, or other standards, rules or regulations adopted pursuant to this Declaration.

1.12. Developer. "Developer" means exclusively Zaring National Corporation, a Tennessee corporation, its successors and assigns.

1.13. Director. "Director" means any person elected or appointed to the Board.

1.14. Dwelling Unit. "Dwelling Unit" means any building or portion of a building situated upon a Lot designed and intended for use and occupancy as a residence by single persons or a family.

1.15. Holly Tree Farms. "Holly Tree Farms" means all phases of the record plat for Holly Tree Farms Subdivision consisting of all the property from time to time made subject to the provisions of this Declaration.

1.16. Lot. "Lot" means any parcel of the Property shown as such on the record plat of Holly Tree Farms Subdivision. Unless the context otherwise requires, the term "Lot" shall be deemed to include both the parcel of Land and the Dwelling Unit on that Land, if any, excluding Common Property.

1.17. Member. "Member" means any Owner who is a member of the Association as provided in the Charter.

1.18. Owner. "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, and including contract sellers on other forms of executory contracts for the sale of a Lot, but excluding those having such interest merely as security for the performance of an obligation.

1.19. Phase. "Phase" shall mean all of the land area encompassing a group of lots as designated on a recorded subdivision plat including streets and Common Property.

1.20. Property. "Property" means that real property located in Williamson County, Tennessee, more particularly described in Exhibit A to this Declaration. When portions of the Additional Property are subjected to this Declaration pursuant to Article 9, those portions shall then be deemed part of the Property.

## ARTICLE 2. ASSOCIATION MEMBERS AND VOTING

2.1. Members. Every Owner shall be a member of the Association, and such membership shall be appurtenant to and may not be separated from ownership of a Lot. Developer shall be a member of the Association so long as it qualifies as a Class A or Class B member as defined in Article 2.2.

2.2. Classes and Voting Rights. The Association shall have two (2) classes of voting memberships:

A. CLASS A - Except as provided below, Class A members shall be all Owners except Developer. Class A members shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all persons with an interest shall be members. The vote for such Lot shall be exercised as the Owners determine, but in no event shall more than one (1) vote be cast with respect to any Lot notwithstanding the number of persons who may own an interest therein. ~~The Board shall be entitled to suspend voting rights of a member in the Association during the time period in which the member has breached the provisions of this Declaration or any of the Bylaws, rules or regulations of the Association.~~

B. CLASS B - Class B member shall be the Developer, and such member shall be entitled to such number of votes as will constitute seventy-five percent (75%) of the total voting power of the Association, so long as the Class B membership continues to exist. The Class B membership shall exist to the extent permitted by Tennessee Law and shall be converted to Class A membership upon the happening of either of the following events, whichever occurs earlier:

(a) Upon the annexation to this Declaration of the Property described in Exhibit "A" and the Additional Property by Developer and the sale of seventy-five percent (75%) of the Lots included therein to individual Lot Owners;

(b) Upon the expiration of ten (10) years after the date this Declaration is filed for record.

Provided, further, that nothing herein shall be construed to prohibit the Class B member from converting its Class B membership to Class A membership with the results set forth above at any time earlier by written statement executed by Developer and delivered to the Association.

2.3. Administration by Association. Subject to the rights retained by Developer pursuant to this Declaration, the ownership, operation and maintenance of the Common Property and of the administration and enforcement of this Declaration shall be by the Association in accordance with the terms and provisions of this Declaration.

2.4. Compliance by Owners. Each Owner, tenant or occupant of a Lot shall comply with the provisions of this Declaration, Bylaws, rules and regulations of the Association and the decisions and resolutions of the Association or its representatives, all as lawfully amended from time to time. Failure to comply with any such provisions, rules and regulations, decisions and resolutions shall be grounds for an action to recover sums due as and for damages, and injunctive and appropriate relief.

### ARTICLE 3. ASSESSMENTS

3.1. Covenant of Payment; Creation of Lien. Each Owner of a Lot (other than Developer, except as hereinafter provided), by acceptance of a deed or other instrument of conveyance for a Lot, agrees to pay to the Association the annual assessments, special assessments and individual assessments (collectively, the "Assessments") provided in this Article 3. The Assessments (including late charges and costs of collection, as provided below) shall be a charge and lien on each Lot and shall be the personal obligation of the Owner of each Lot, to the extent and for the period provided in this Article 3.

3.2. Initial Assessment. Upon the initial conveyance of a Lot by the Developer or a Builder to Owner, the Owner shall pay an initial assessment of \$200.00. The initial assessment shall be used as working capital for the Association and not collected in lieu of any installments of the annual assessment. The initial assessment is non-refundable. No initial assessment shall be due on any Lot purchased from an Owner other than the Developer or a Builder, nor shall any initial assessment be due on any Lot purchased from the Developer by a Builder.

The initial assessment may be waived at the Board's sole discretion.

3.3. Annual Assessment. The Association shall be entitled to collect from all Owners an annual assessment for Common Expenses and other purposes described in Article 3.4 below. The annual assessment or prorated portion thereof for each Lot Owner in each respective Phase of Holly Tree Farms shall commence on the first day of the month following the conveyance of the first Lot from Developer to an Owner in that phase of Holly Tree Farms. Upon the initial conveyance of a lot in a Phase to an Owner, the Developer shall convey all Common Property within that specific Holly Tree Farms Phase to the Association. The annual assessment shall be due and payable on such date or dates as determined by the Board. That portion of the annual assessments allocated to Lots owned by the Developer or a Builder may, at the Developer's or Builder's discretion, be paid in equal monthly installments. It shall be the duty of the Board to determine the amount of the annual assessments allocated to each Lot. Notwithstanding anything herein to the contrary, the annual assessment allocated to Lots owned by the Developer or a Builder, if they are not occupied, shall be equal to fifty percent (50%) of the annual assessment allocated to Lots owned and occupied by others. The Board shall make reasonable efforts to determine the assessment amount, by the first day of December of each year, and shall at that time, prepare a roster of the Lots and the portion of the assessments allocated thereto, which shall be kept in the office of the Association and shall be open for inspection by any Owner upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to the Owners of all Lots subject thereto. All assessments levied by the Association under this Article shall be due and payable by the Owner within seven (7) days after a billing therefor. The Board shall be entitled to change the method of collection of assessments as it may, from time to time, elect.

Failure to act within any time period established in the Declaration shall not affect the rights of the Board to collect assessments as provided herein.

3.4. Calculation of Annual Assessment. Each Owner shall be responsible for and shall pay that portion of the annual assessment allocable to the respective Lot as determined by the Board. The Board shall have the right to require the annual assessment to be paid in periodic installments during the year or in a single installment as determined by the Board. Each calendar year the Board will establish a budget setting forth the estimate by the Board of the Common Expenses for the upcoming year. The annual assessment shall equal the estimate of the Common Expenses for the year, together with a reasonable addition to the reserves of the Association. The Board during any calendar year shall be entitled to increase the annual assessment for that year if it should determine that the estimated or current assessment is insufficient to cover Common Expenses for that year, provided that the Board



shall give at least thirty (30) days advance notice thereof to the Owners. In the event that the annual assessment is less than the Common Expenses incurred for said year, the Board shall notify the Owners and furnish the Owners with a statement of the additional sums due and owing by the Owners, and the same shall be immediately due and payable.

3.5. Interest. Delinquent assessments shall bear interest at such interest rates as are from time to time established by the Board (which interest rate shall not exceed the maximum legal interest rate allowed to be charged to an individual under the laws of the State of Tennessee). The Board shall have the right to establish a late charge for delinquent payments in addition to interest charges.

3.6. Purpose of Annual Assessment. The annual assessment is established for the benefit and use of the Association and shall be used in covering all of the Common Expenses; the operation, maintenance, and repair of Common Property; other portions of the Property that the Association is obligated to repair under this Declaration; and the performance of all other duties and obligations to be performed by the Association under this Declaration. The Common Expenses may include, but are not limited to, the costs of employees' wages, materials, equipment, supplies, insurance premiums for the insurance of Common Property, officers and Directors liability insurance, rental fees for any Common Property leased to the Association, the cost of reasonable reserves for contingencies, replacements and working capital, taxes and assessments on the Common Property, management fees, legal and accounting fees, capital improvements and additions for Common Property, and all other costs and liabilities incurred by the Association in the exercise of its powers and duties pursuant to this Declaration or the Bylaws.

3.7. Special Assessment (Operating Shortfalls). If in any year the Common Expenses exceed the income from the annual assessment, the amount of any operating deficit may, at the Board's sole option, be charged to the Owners by means of a special assessment.

3.8. Individual Assessment. If any portion of the Common Property that the Association is obligated to maintain, repair and/or replace is damaged due to the willful or negligent act or omission of an Owner or Owner's guest or invitee, the Board shall have the right to undertake the necessary maintenance, repair or replacement. The choice between repair and replacement is in the sole discretion of the Board. The cost so incurred by the Board shall be assessed as an individual assessment against all Lots owned by the Owner responsible for the damage. No such assessment may be levied against Lots owned by the Developer without the written consent of Developer.

Individual and special assessments shall be determined by the Board as provided in this Article. Assessments shall become a lien on the Lots on the date the Board mails written notice of any such assessments to the Owners of any Lot subject thereto.

3.9. Personal Obligation. Any Assessments becoming due and payable during the period the Owner owns a Lot, together with any related penalties and costs of collection, shall constitute the personal obligation of that Owner and shall remain the personal obligation of that Owner until paid. This personal obligation shall not pass to an Owner's successor in title unless the obligation is perfected pursuant to Article 3.10 or expressly assumed by the successor in title. If the obligation is so assumed by a successor in title, the successor and the former Owner shall be jointly and severally liable for payment of the amount due and payable.

3.10. Perfection and Priority of Liens. If an Assessment on any Lot remains unpaid within the period established under Article 3.3, the amount unpaid together with any late penalty, costs and reasonable attorney fees, shall constitute a lien on that Lot in favor of the Association. The Association may perfect the lien by recording a notice of lien with the Register of Deeds of Williamson County, Tennessee. Nonpayment of any Assessment or an installment of an Assessment shall be deemed and is declared to be a condition or event that creates an interest in real estate. Each lien shall expire 5 years after the filing of a notice of lien, unless preserved by the filing of a new notice of lien or the commencement

of foreclosure proceedings. The lien shall be prior to all other liens and encumbrances whatsoever, except real estate taxes and assessments, liens of record in favor of the United States of America, the State of Tennessee, or other governmental instrumentalities to the extent made superior by applicable law, and all bona fide recorded first mortgages.

3.11. Enforcement of Lien. Any lien established under this Declaration may be enforced by the Association in the same manner and to the same extent (including appointment of a receiver, foreclosure sale and deficiency judgment) and subject to the same procedures as in the case of foreclosure of a real property mortgage. In any enforcement proceeding, the amount that may be recovered by the Association shall include all costs of the proceeding, and, to the extent permitted by law, reasonable attorneys' fees. In any foreclosure sale, the Association may purchase the Lot.

3.12. Purchase at Foreclosure Sale. Any purchaser of a Lot at a foreclosure sale shall automatically become a member of the Association and shall be subject to all of the provisions of this Declaration. When the purchaser of a Lot acquires title to the Lot as a result of a foreclosure action, the purchaser shall not be solely liable for the share of the Assessments chargeable to the acquired Lot that became due prior to the acquisition of title to that Lot. Instead, any unpaid share of the Assessments that became due and payable prior to the date of purchase shall be deemed to be part of the Assessments collectible from all of the Lots, including that of the purchaser.

#### ARTICLE 4. COVENANTS AND RESTRICTIONS

4.1. Real Covenants. The provisions of this Declaration are for the benefit of Developer and Owners as provided herein, and run with the land and shall be binding on all parties and all persons claiming ownership under them, except as otherwise specifically provided herein.

4.2. Residential. All of the Lots shall be used for private residential purposes exclusively, and for no other purpose. No Lot, or Dwelling Unit thereon shall be used to provide shelter on a temporary, semi-permanent or permanent basis, to more than three persons unrelated to each other by blood, marriage or legal adoption. Further no Lot shall be used, under any circumstance as a "boarding house", "group home" or "lodging house". Boarding house, group home and lodging house are defined to include the temporary, semi-permanent, or permanent housing of any group of more than three persons unrelated by blood, marriage or legal adoption. No profession or customary home industry shall be conducted in or on any part of any Lot or improvement thereon without the written approval of the Board. These restrictions shall not apply to Developer in connection with model improvements use and sales offices.

4.3. Activity Restrictions. Except for the activities of Developer prior to the date on which the Developer has sold and conveyed all Lots in Holly Tree Farms.

A. No noxious or offensive trade shall be carried on upon any Lot or within any improvement situated upon the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or the Owners.

B. The maintenance, keeping, boarding or raising of animals, livestock or poultry of any kind, regardless of number, shall be and is hereby prohibited on any Lot or within any improvement situated upon the Lot, except that this shall not prohibit the keeping of dogs, cats, caged birds or aquarium fish as domestic pets provided they are not kept, bred, or maintained for commercial purposes, and provided they are kept according to the rules and regulations of the Association. No Owner shall permit or conduct an activity which may violate any applicable law affecting any Lot.

C. No burning of any trash, accumulation or storage of litter, new or used building materials, or trash of any kind shall be permitted on any Lot.

D. Except as provided herein, no commercial vehicle, trailer, truck, motorcycle, camper, camp truck, house trailer, boat or the like shall be kept or used upon the Property unless totally enclosed within an improvement or garage, so as not to be visible from the exterior thereof. No junk vehicle, inoperative or unlicensed motor vehicle, structure of a temporary character, mobile home, tent, shack, barn, or other outbuilding, shall be kept or used upon any Lot, nor (except for bona fide emergencies) shall the major repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon.

E. Trash and garbage containers shall not be permitted to remain in the public view except on days of trash collection.

F. No signs of any character shall be erected, posted, or displayed upon any Lot, except street and identification signs installed by the Association or the Developer and excepting one (1) temporary real estate sign not to exceed six (6) square feet in area erected upon any Lot advertising same upon the market for sale or rent.

G. No structure, planting or other material other than driveways or sidewalks shall be placed or permitted to remain upon any Lot which may damage or interfere with an easement for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels.

H. No outside television or radio aerial or antenna, or other aerial or antenna, including satellite receiving dishes, for reception or transmission, shall be maintained on any Lot.

I. No vegetable garden shall be larger than 300 square feet and must be maintained so as not to be unsightly. No Owner shall be allowed to store more than two cords of firewood on any Lot. Firewood must be neatly stacked and free of unsightly debris.

J. No oil drilling, quarrying, or mining operation shall be permitted on any Lot.

K. No above-ground swimming pool greater than one (1) foot in height shall be permitted on any Lot. In-ground pools shall be permitted subject to approval by the Board.

L. No tennis court shall be permitted on any Lot.

M. Swingsets, jungle-gyms, playhouses and similar yard equipment may not be placed, installed or maintained on any Lot without prior approval of the Board.

N. Mailboxes shall be approved by the Board.

O. No fence may be installed on any Lot unless approved by the Board. Only split rail type fences shall be approved by the Board. *See Supplemental*

P. There shall be no violation of any rule or regulation for the use of any Common Property which may from time to time be adopted by the Board and promulgated among the members in writing. The Board is hereby in this Declaration authorized to adopt such rules.

Q. The Owner of a Lot upon which a portion of the Common Property is located shall not alter the Common Property and shall not otherwise adversely affect or interfere with the intended use of the Common Property.

R. There shall be no violation of any additional restrictions which may be, from time to time, reasonably imposed on the Owners by the Association in their use and enjoyment of the Lots.

4.4. Right of Association to Remove or Correct Violations. The Association and/or Developer may, in the interest of the general welfare of all the Owners, and after reasonable notice to an Owner, enter upon any Lot or the exterior of any improvement within reasonable hours on any day for the purpose of removing or correcting any violations or breach or any attempted violation of any of the covenants and restrictions contained in Article 4, or violation of the rules and regulations of the Board, or for the purpose of abating anything herein defined as a prohibited use or nuisance, provided, however, that no such actions shall be taken without a resolution of the Board. Before any improvements constructed may be altered or demolished pursuant to this Article, judicial proceedings must be brought against the Owner, except any signs may be removed which are prohibited per Article 4.3(F) and except as set forth above.

## ARTICLE 5. COMMON PROPERTY

5.1. Rights of Enjoyment in Common Property. Each Owner shall have a right and a nonexclusive easement for the use and enjoyment of the Common Property. This right and easement shall be appurtenant to, and shall pass with the title to the Lot. Each Owner shall have a perpetual right of ingress and egress across the Common Property to that Owner's Lot, which shall be appurtenant to the ownership of the Lot. These rights and privileges shall be subject, however, to the following:

5.1.1. The right of the Board to levy annual and special assessments.

5.1.2. The right of the Board to adopt, enforce and amend reasonable rules and regulations pertaining to the use of the Common Property.

5.1.3. The right of the Board to suspend the right of any Owner to use any of the Common Property that is recreational in nature for any infraction of the Rules and Regulations relating to the Common Property, which period of suspension shall not exceed 60 days per infraction.

5.1.4. The right of the Board to suspend the right of any Owner to use any of the Common Property that is recreational in nature for the nonpayment or delinquency of any Assessments until paid.

5.1.5. All other easements, restrictions, and rights to which the Property is subject, including, but not limited to, any easements granted or reserved pursuant to Article 7.

5.1.6. The right of the Board to convey such Common Property to eliminate any existing setback violation, encroachment or zoning violation created by the original construction of Developer, free, clear and unencumbered from any and all easements and/or licenses granted pursuant to the Declaration.

5.2. Subordination to Mortgage or Other Lien. The rights and privileges provided in this Article shall be subordinate to any mortgage or other lien given by the Association for the purposes of acquiring, improving or maintaining the Common Property.

5.3. Maintenance and Management of Common Property. The Association shall provide for the maintenance, repair, replacement and management of all Common Property as provided in Article 3.6. The Association may fulfill this responsibility and any other duties and obligations of the Association under this Declaration by contracting with any professional management company upon such terms and conditions as shall be agreed upon by the Board and the management company.

5.4. Use of Common Property by Developer. In addition to the rights described in Article 5.1, Developer and its affiliates shall have the right during the period Developer owns Lots to use the Common Property, free of charge, for promotional, construction, management, maintenance, repair, remodeling, rental and sales purposes.

5.5. Warranty. Developer warrants, in accordance with the Industry standards established by the Home Builders Association of Greater Cincinnati, its construction of improvements located on and/or comprising part of the Common Property. Developer makes no warranty, expressed or implied, for landscaping, seeding and sod, painting and caulking, expansion cracks in concrete, radon levels, shrinkage of wood and drywall nail pops. In the case of equipment or appliances installed as part of the Common Property (including but not limited to furnaces, air conditioners, heat pumps, dishwashers, water filters, water softeners, water pumps, refrigerators, freezers, trash compactors, disposals, alarm systems, fire extinguishing systems, and irrigation systems, if any) the express or implied warranty of the manufacturer or supplier shall satisfy the Developer's obligations, and Developer's warranty established by this Article shall be limited to installation of such equipment or appliances.

Any warranty or warranties given pursuant to this Article shall be in effect for a period of one year, and shall commence on the date upon which the Common Property in issue is submitted to the provisions of this Declaration.

## ARTICLE 6. MAINTENANCE

6.1. General Maintenance. Subsequent to transfer of a Lot to an Owner, the Owner thereof shall keep the Lot well-landscaped and in a good and well-maintained condition. In the event that a portion of the Common Property encumbers a Lot, the Owner thereof shall be responsible for the maintenance of the Lot occupied or affected by the Common Property to the extent that the Association does not maintain the same.

6.2. Maintenance of Common Drives. All Owners who share a common driveway for ingress and egress to their Lots shall participate in the cost of the maintenance, repair or replacement of said common driveway based on their allocable use thereof. An Owner's allocable use shall be calculated by taking the longest distance within the common driveway which is being used for access by the Owner and dividing that distance by the sum of all the longest distances of every Owners' use of the common driveway. The maintenance, repair or replacement of a common driveway shall be agreed upon by the Owners of said Lots. In the event Owners fail to agree on the manner in which such maintenance, repair or replacement of the common driveway is to be performed, or the amount of each owner's allocable share thereof, then the same shall be determined by the Board upon application by an interested Owner. The decision of the Board shall be final and non-appealable. No parking shall be permitted on any portion of the common driveway which serves another Lot.

6.3. Private Sewer Line. The maintenance, repair or replacement of utility distribution lines and connections or private sewer laterals (which connect a Lot to a sewer main) and are located on or exclusively service the Lot shall be the responsibility of the Owner using the line, connections or laterals. If more than one Owner is using a line, connection or lateral and the Owners fail to agree on a formula to determine their share of the cost or in the event the Owners fail to agree on the manner in which such maintenance, repair or replacement shall be done, then the Board shall make such determination upon application by an interested Owner. The decision by the Board shall be final and non-appealable.

6.4. Private Drainage Easements and Private Storm Sewer Easements. The Association shall be responsible for the care and maintenance of all storm water control improvements located on the Common Property and/or within private drainage easements and/or private storm sewer easements (including detention basin structures, outlet structures, paved channels, headwalls and any and all other storm drainage structures) which are located

outside the public right-of-way and as referred to on any plat of Holly Tree Farms Subdivision. Such care and maintenance shall comply with and confirm to the requirements, standards and specifications of the Williamson County Engineer.

#### ARTICLE 7. EASEMENTS AND LICENSES

7.1. Utility and Support Easements. Developer hereby grants, conveys, and reserves non-exclusive easements over the Property as indicated on any Holly Tree Farms Subdivision Plat for the purpose of (i) the construction, reconstruction, alteration, and maintenance of all facilities necessary to provide utility services, including without limitation, telephone, water, gas, sanitary and storm sewer services to each Lot and the Common Property, and (ii) the cutting, grading and maintaining slopes, retention walls and other supports, both for the benefit of each Lot and the Common Property. Developer further reserves the right to grant easements over any portion of the Property for any of the purposes set forth in this Section 7.1.

7.2. Common Property Easement. Developer hereby grants, conveys, establishes and reserves an exclusive easement for the benefit of the Developer and Association over the Common Property for the purpose of the construction, reconstruction, alteration, maintenance and use thereof by Developer and the Association. Developer further grants, conveys, establishes and reserves a non-exclusive easement over that portion of the Property not defined as the Common Property for the temporary occupation thereof in order to facilitate the exercise of any of the foregoing easements by either Developer or the Association.

7.3. Owner License. Developer hereby grants, conveys and reserves unto each Owner a non-exclusive license over the Common Property designated by Developer, or the Association upon the termination of the Class B membership therein, as defined in Article 2 for the use and enjoyment of the individual Owners and of the Lots, including without limitation, utilities, any sidewalks, roadways, clubhouses and similar amenities, if any.

7.4. Encroachment Areas. Each Owner is hereby declared to have an easement, and the same is hereby granted by the Developer, on behalf of itself, its successors and assigns, over all adjoining Lots, and the Common Property for the purpose of accommodating any encroachments due to original engineering errors, errors in original construction, settlement or shifting of a building, or any other similar cause. There shall be a continuing easement for the maintenance of said encroachment, provided however, that in no event shall an easement for encroachment be created in favor of an Owner, if said encroachment occurred due to the willful act of said Owner, or as part of construction other than original construction on the Lot by Developer.

7.5. Self-Help Easement. In the event that an Owner should violate any of the provisions of this Declaration, the Association is hereby granted a non-exclusive easement over the Lot of the violating Owner so as to permit the Association to occupy the same and to rectify such breach as set forth in Article 4.4 or 12.5 hereof.

7.6. Prohibition. No Owner, other than Developer, shall grant an easement, right-of-way or license over a Lot, without the prior consent of the Association.

7.7. Easement to Run with the Land. All easements and rights described in this Declaration shall run with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the Developer, the Association, and any Owner, purchaser, mortgagee or other person now or in the future having an interest in any part of the Property.

## ARTICLE 8. ARCHITECTURAL CONTROL

8.1. Architectural Control. Except for construction or improvements made by Developer prior to the time Developer has sold and conveyed all Lots in Holly Tree Farms, which construction and improvements shall be under the exclusive control of Developer, no building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition or change (including any change in color) or alteration thereof be made until a detailed set of plans and specifications showing the nature, shape, heights, materials, color and location of the same shall have been submitted to and approved by the Board. The Boards' review of the plans and specifications shall include, but not be limited to, the exterior design, color and location of the proposed improvements in relation to the surrounding improvements and topography of the surrounding Property. The approval of the plans and specifications by the Board shall not constitute a representation or warranty by it as to the quality of the workmanship, materials or architectural or engineering design covered thereunder, or the proposed work's feasibility or compliance with any applicable laws. In the event the Board fails to approve or disapprove such design and location within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and this Article 8 will be deemed to have been fully complied with. Such submission to the Board shall be in person, or by registered or certified mail, with return receipt, directed to the Association manager, or if there is no manager, to its President.

8.2. Enforcement. In the event of a violation of the provisions of this Article 8, the Association shall have the right to enforce this Article by any proceedings authorized in this Declaration, the Bylaws, or by law.

8.3. Fees. The Board may charge reasonable fees for the processing of said plans and specifications and any inspection of a Lot in connection therewith. Fees shall be paid at the time the plans and specifications are submitted to the Board.

## ARTICLE 9. ANNEXATION AND ALTERATIONS TO THE PROPERTY

The provisions of this Declaration are imposed upon the Property and the Dwelling Units thereon. Developer shall have the right at any time to remove any portion of the Property from the scope of this Declaration or to subject the Additional Property to the provisions of the Declaration by the execution and recording a supplement to the Declaration. Developer further shall have the right to reconfigure an individual Lot by adoption of a supplement to the Declaration.

The Developer may annex to this Declaration the Additional Property without the consent of the members of the Association, within ten (10) years after the date this Declaration is filed for record. However, the Developer is not bound to annex any of said property to this Declaration, and until such time as any of said property is annexed, the same shall not be subject to the provisions of this Declaration.

Any annexations made pursuant to this Article 9, or otherwise, shall be made by recording a supplement to this Declaration with the Register of Deeds of Williamson County, Tennessee, which Supplementary Declaration shall extend this Declaration to such annexed property. The Supplementary Declaration may contain additional covenants, conditions, restrictions, easements and liens as the Developer shall deem appropriate for the purpose of completing the development of the Property.

## ARTICLE 10. INSURANCE

10.1. Maintenance of Liability Insurance. The Association, as a Common Expense, shall insure itself, the Board, Developer, all Owners and members of their respective families and other persons residing with them in the residences, their tenants, and all persons lawfully in possession or control of the Lots, against liability for bodily injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from, the Common Property and the portions of the Lots to be maintained by the Association, such insurance to afford protection with limits of not less than Three Hundred Thousand Dollars (\$300,000.00) with respect to bodily injury, disease, illness or death suffered by any one person, of not less than Five Hundred Thousand Dollars (\$500,000.00) with respect to bodily injury, disease, illness or death suffered by more than one person in any one occurrence, and not less than One Hundred Thousand Dollars (\$100,000.00) with respect to damage to or destruction of property arising out of one accident.

10.2. Other Insurance. The Association shall have a right to maintain officers and Directors liability insurance and such insurance or extended coverage insurance insuring the Common Property in such amounts, against such perils, for such time periods and under such circumstances as the Association through its Board determines, in their sole discretion, is appropriate and in the best interest of Holly Tree Farms Subdivision.

10.3. Insurance Limitation. Except as otherwise provided in Article 10.1, the policies of insurance maintained by the Association pursuant to this Article 10, shall not insure against liability for personal injury or property damage arising out of or relating to the Lots. Each Owner shall be responsible for obtaining insurance with respect to any Lot and improvements thereon and the contents thereof and any personal liability to the extent not covered by insurance provided in this Article 10. All insurance procured by the Association shall have such deductibles as the Board shall, from time to time, determine necessary and appropriate.

10.4. Dwelling Unit Insurance. The Association shall have no responsibility or liability to obtain or maintain any type of insurance upon any Dwelling Unit constructed on Lots and such insurance shall be the sole responsibility of the Owner.

10.5. Waiver of Subrogation. To the extent the Association maintains insurance for damage or injury upon all or any portion of the Common Property and to the extent that the following provision does not invalidate any policy or policies of insurance maintained by the Association, the Association shall and does hereby waive and release Developer and each Owner and their respective officers, agents, employees, families and guests from and against any and all liability for any loss, damage or injury or property damage resulting from any act or peril covered by such policies of insurance maintained by the Association; provided, however, such release shall apply only to the extent that the Association has had actual recovery from said policies of insurance.

10.6. Premiums. All premiums paid for any insurance procured by the Association hereunder shall be deemed to be a Common Expense.

10.7. Insurance Proceeds. Any and all insurance proceeds received by the Association shall be held by the Association and used for the benefit of the Owners, the Common Property and the Lots as the Board shall, from time to time, determine. No Owner shall have any right in or to the proceeds of any such insurance.

10.8. Casualty. In the event that any portion of the Common Property is damaged or destroyed, the Association shall restore the affected portion of the Common Property to substantially its condition existing immediately prior to such damage or destruction to the extent reasonably practicable. If such damage or destruction is not covered by insurance maintained by the Association or the proceeds are insufficient to fully restore the affected portion of the Common Areas as a result thereof, then the Association shall effect the restoration thereof in such a manner as the Association may determine appropriate in its sole



judgment and shall levy a special assessment against each Owner for any deficiency in proportion to its respective share thereof.

## ARTICLE 11. REAL ESTATE TAXES AND ASSESSMENTS

11.1. Real Estate Taxes. The Owners shall be responsible for and pay all taxes and assessments, general and special, levied or imposed upon the Lot and its improvements.

11.2. Allocation. Prior to the time the Assessor of Williamson County, Tennessee establishes separate tax parcels for each Lot, Developer shall allocate the real estate taxes and assessments upon the Property among and against the Lots and against the remainder of the Property in a fair and equitable manner so as to allocate the real estate taxes and assessments charged in common to the various Lots as well as the remainder of the Property within Holly Tree Farms Subdivision. The allocation by Developer made in accordance with the terms hereof shall be binding upon all Owners.

11.3. Common Property. Taxes and assessments, general and special, charged against the Common Property of Holly Tree Farms Subdivision shall be deemed a Common Expense. Assessments, general and special, charged against Holly Tree Farms Subdivision shall be paid by the Owners as set forth in Article 3 hereof.

## ARTICLE 12. MISCELLANEOUS

12.1. Duration. Except where permanent or perpetual easements or other permanent rights or interests are herein created the terms and provisions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association or by any of the Lot Owners, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date of recordation of this Declaration, after which the Declaration shall be automatically extended for successive periods of ten (10) years in perpetuity, unless a recorded instrument signed by the Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to terminate the Declaration.

12.2. Assignment. Developer shall be entitled to assign to any party by a separate recorded instrument or instruments all or a portion of the rights and benefits contained in this Declaration which are reserved to the Developer. In the event of any assignment, said party shall be deemed to be a "Developer" to the extent of the rights and benefits hereunder which are assigned. Any such rights and benefits of the Developer contained herein shall not be assignable or transferable without an express assignment hereof by Developer. Such assignments may transfer rights and benefits exclusively or non-exclusively.

12.3. Amendment. The Declaration may be amended, from time to time as follows:

(a) Developer: Developer reserves the right and power and each Owner by acceptance of a deed to a Lot is deemed to and does grant to the Developer a Power of Attorney coupled with an interest which shall run with the title to the Lot, and shall be irrevocable except by Developer for a period of ten (10) years from the date hereof, to amend this Declaration to the extent necessary to conform to any requirements imposed or requested by any governmental agency, public authority or financial institution, (including the U.S. Department of Housing and Urban Development, the U.S. Veteran's Administration, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, or similar agency), without the approval of the Lot Owners, or to the extent necessary to enable Developer to meet any other reasonable need or requirement including those associated with completion of the development of the Property and to facilitate the making and marketing of first mortgages upon any of the Lots. Any amendment must be recorded and shall be effective upon recording.

(b) Lot Owners: This Declaration may be amended at any time by an instrument executed by persons or entities able to exercise seventy-five (75%) percent of the voting power of both classes of the Association and approved by eligible first mortgage holders representing Lots having at least fifty-one (51%) percent of the voting power; provided, however, that Developer's rights hereunder may not be amended or altered without Developer's prior written consent. Any amendment must be recorded and shall be effective upon recording.

12.4. Personal Liability. Nothing in this Declaration, the Charter, or Bylaws, of the Association, or any rules or regulations enacted pursuant to any of the aforesaid, shall impose personal liability upon any Director or any officer of the Association acting in their capacity as such, for the maintenance, repair or replacement of any Dwelling Unit or part of the Common Property or give rise to a cause of action against any of them except for damages resulting from their own willful omissions or misconduct and each person who becomes an Owner or Member hereby releases and discharges all persons now or hereafter serving as an officer or Director, or both, from any liability for injury or damages to such Member or Owner or to such Member's or Owner's property and covenants not to initiate any legal proceedings against any such person or persons unless such person is covered by insurance and in such event the amount of recovery shall be limited to the amount of insurance.

12.5. Notices. Any notice required to be sent to a Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postage prepaid, to the last known address of the person who appears as Member or Owner appearing on the records of the Association at the time of such mailing.

12.6. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, to restrain and/or to enjoin violation and/or to recover damages, and against the Property to enforce any lien created by these covenants; and the failure or forbearance by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event of a violation of the provisions of the Charter or Bylaws, the Association shall have the right to enforce any covenant or restriction by proceedings authorized in this Declaration, the Charter, Bylaws or by law.

12.7. Severability. Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way effect any other provision hereof, each of which shall remain in full force and effect.

12.8. Conflicts. In the case of any conflict between this Declaration and either the Charter or Bylaws of the Association, the Declaration shall control.

12.9. Rights of Mortgage Holders. Any mortgage of a Lot may pay any taxes or other charges which are in default and which may or have become a charge against the Common Property or any part thereof and may pay any overdue premiums on hazard insurance policies, or secure new hazard insurance coverage upon the lapse of a policy, for such Common Property, and such mortgagee making such payments shall be owed immediate reimbursement therefor from the Association.

The holder, insurer or guarantor of the first mortgage on any Lot shall be entitled to timely written notice of the following:

A. Any condemnation or casualty loss that affects either a material portion of the project or the Lot securing its mortgage;

B. Any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Lot on which it holds the mortgage;

C. A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

D. Any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

A mortgage holder, insurer or guarantor shall send a written request to the Association, stating both its name and address and the Lot number or address upon which it holds a mortgage, in order to obtain the foregoing notices.

12.10. Condemnation.

(a) In the event any Lot or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the net proceeds of any award or settlement shall be the property of the Owner and the holder of the first mortgage, to the extent of their respective interests. Each Owner shall give the holder of a first mortgage on the Owner's Lot timely written notice of such proceeding or proposed acquisition.

(b) In the event any Common Property or any portion thereof is made the subject matter of any condemnation or eminent domain proceedings or other sought to be acquired by a condemning authority, the proceeds of any award or settlement shall be distributed to the Association for the common benefit of the Owners and their mortgagees, as their interests appear.

IN WITNESS WHEREOF, Developer has executed this instrument at the time and place set forth above.

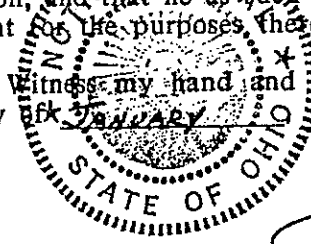
ZARING NATIONAL CORPORATION,  
an Ohio corporation

By: *Ronald J. Benkert*  
Ronald J. Benkert, President

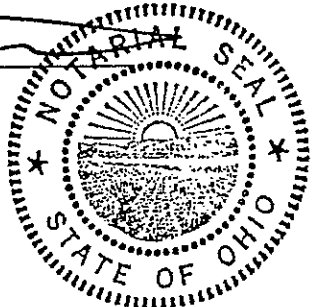
STATE OF OHIO  
COUNTY OF HAMILTON

Before me, DAVID M. FELICE, a Notary Public in and for the County and State aforesaid, personally appeared RONALD J. BENKERT, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and acknowledged himself to be President of Zaring National Corporation, the within named bargainer, a Tennessee corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at office in CINCINNATI, OHIO, this 22nd day of JANUARY, 1991.



*David M. Felice*  
Notary Public



My Commission Expires:  
\_\_\_\_\_

DAVID M. FELICE, Attorney at Law  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration date. Section 147.03 O.R.C.

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS, LIENS AND RESERVATION OF EASEMENTS FOR  
HOLLY TREE FARMS HOMEOWNERS' ASSOCIATION, INC.**

This Supplement No. 2 to the Declaration of Covenants, Conditions, Restrictions, Liens and Reservations of Easements for Holly Tree Farms Homeowners' Association Inc. ("Amendment") is made and entered into as of this 4th day of January, 1993.

**WITNESSETH:**

**WHEREAS**, Article IV, Division 4300 of the Williamson County Zoning Ordinance (the "Ordinance") requires fencing around swimming pools and hot tubs for purposes of limiting access; and

**WHEREAS**, according to the Ordinance, split-rail fencing around a swimming pool or hot tub is illegal; and

**WHEREAS**, Article 12.3(a) of the Declaration of Covenants, Conditions, Restrictions, Liens and Reservations of Easements for Holly Tree Farms Homeowners' Association, Inc., recorded in Book 887, Page 80, Register's office for Williamson County, Tennessee (the "Declaration") permits Centron Capital Corporation, formerly known as Zaring National Corporation, an Ohio corporation, ("Developer") to amend the Declaration to the extent necessary to conform to any requirements imposed or requested by any public authority; and

**WHEREAS**, pursuant to Article 12.3(a), Developer desires to amend the Declaration to allow wrought iron or wrought iron type fencing and privacy fencing to enclose swimming pools and hot tubs.

**NOW, THEREFORE**, Developer, being empowered so to do, hereby amends the Declaration as follows:

1. **AMENDMENT**. Article 4.3(O) of the Declaration is amended to permit wrought iron or wrought iron type fencing and privacy fencing to enclose swimming pools and hot tubs. All fences must be approved by the Board before being installed on any Lot.

2. **RATIFICATION**. In all other respects, the Declaration is ratified and confirmed.

**IN WITNESS WHEREOF**, Centron Capital Corporation, as the Developer, pursuant to the provisions of Article 12.3(a) of the Declaration, has caused this Supplemental Declaration to be executed as of the day and date first above written.

**CENTRON CAPITAL CORPORATION,  
an Ohio Corporation**

By: 

Its: Vice President

State of Ohio, County of Hamilton, ss:

BK 1056 PG 956

BEFORE ME, a Notary Public in and for said County and State, personally appeared Ronald J. Benkert, Vice President of Centron Capital Corporation, and acknowledged the signing thereof to be his and its voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

*P. Michelle Grigsby*  
Notary Public

This instrument prepared by:  
  
Centron Capital Corporation  
11300 Cornell Park Drive, Suite 300  
Cincinnati, OH 45242



P. MICHELLE GRIGSBY, Attorney at Law  
Notary Public, State of Ohio  
My Commission Has No Expiration Date  
Section 147.03

State of Tennessee, County of WILLIAMSON  
Received for record the 15 day of  
MARCH 1993 at 1:53 PM. (RECH 44848)  
Recorded in official records  
Book 1056 Page 955- 956  
Notebook 50 Page 470  
State Tax \$ .00 Clerks Fee \$ .00,  
Recording \$ 8.00, Total \$ 8.00,  
Register of Deeds SADIE WADE  
Deputy Register DARLENE ELEY

BYLAWS  
OF  
HOLLY TREE FARMS HOMEOWNERS' ASSOCIATION, INC.

This instrument prepared by:

H. Marshall Greene, Esquire  
O'HARE, SHERRARD & ROE  
424 Church Street, Suite 2000  
Nashville, Tennessee 37219

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BYLAWS OF  
HOLLY TREE FARMS HOMEOWNERS' ASSOCIATION, INC.

ARTICLE 1.

1.1. Name and Location. The name of the corporation is Holly Tree Farms Homeowners' Association, Inc., hereinafter referred to as "Association". The principal office of the corporation shall be located at Two Brentwood Commons, Suite 258, 750 Old Hickory Boulevard, Brentwood, Tennessee 37024. Meetings of the Association and Board may be held at such places within Williamson County, State of Tennessee, as designated by the Board.

ARTICLE 2.  
DEFINITIONS

2.1. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, Restrictions, Liens and Reservation of Easements applicable to the Property recorded in the Register's Office for Williamson County, as the same may be amended, from time to time. The terms, provisions, conditions and restrictions of the Declaration, as related to the Association and its members, the Board, officers and committees, are incorporated by reference with the same force and effect as if fully set out in these Bylaws.

2.2. As used in these Bylaws, the terms "Association", "Owner", "Property", "Lot", "Common Property", "Dwelling Unit", "Member" and "Developer", shall have the same meaning as defined in the Declaration.

ARTICLE 3.  
MEETING OF ASSOCIATION

3.1. Annual Meeting. The annual meeting of the Association members for the purpose of electing Directors and for the transaction of such other business as may properly come before the Association shall be held annually at such time and place as determined by the Board.

3.2. Special Meetings. Special meetings of the Association shall be called at any time by the President of the Association or by the Board, or upon written request of the members who are entitled to vote one-third (1/3) of all the votes of membership.

3.3. Notice of Meeting; Waiver. Reasonable written notice of each meeting of the Association shall be given to each member. Each notice shall specify the date, time and location of the meeting, and, in the case of a special meeting, shall specify the purpose of the meeting. The notice shall be delivered personally or mailed postage prepaid to all members. Failure by a member to receive a properly mailed notice shall not affect the validity of action taken by the board at any meeting for when the notice was issued.

3.4. Quorum. The presence at the meeting of members entitled to vote, or of proxies entitled to vote, fifty percent (50%) of the votes of the membership (including Developer, which shall have the power to exercise 75% of the voting power of the Association, pursuant to Article 2, of the Declaration) shall constitute a quorum for any action except as otherwise provided in the Charter, the Declaration or these Bylaws. Whether or not a quorum is present, the majority of the members present at a meeting may by vote adjourn that meeting.

3.5. Proxies. At all meetings of the Association, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association prior to commencement of the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his/her Lot.

3.6. Voting. The vote of the majority of those present, either in person or by proxy, shall decide any issues brought before the Association, unless the issue is one upon which a quorum or a different vote is required by provision of the laws of Tennessee, the Declaration, the Charter or these Bylaws.

3.7. Action by Association Without Meeting. Any action that may be taken at a meeting of the Association may be taken without a meeting if written approval and consent, setting forth the action authorized, shall be signed by members having a majority of the total votes of the Association. This written consent shall be filed with and entered upon the records of the Association.

3.8. Suspension of Voting Privileges. No member shall be eligible to vote or to be elected to the Board who is shown on the records of the Association to be more than thirty (30) days delinquent in the payment of any assessment due the Association.

#### ARTICLE 4. BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

4.1. Number. Until altered by a vote of the Association there shall be five (5) Directors of the Association. It is not necessary that the Directors be members of the Association.

4.2. Term of Office. At the first annual meeting the Developer shall elect three (3) Directors for a term of one year, and the Members other than the Developer shall elect two (2) Directors for a term of one year, and at each annual meeting thereafter the Class A Members shall elect two (2) Directors and Class B Members shall elect three (3) Directors, for a term of one year, or until their successors are elected and qualified. At such time as Class B memberships terminate, as provided in the Declaration and the Charter, all Directors shall be elected by the Association for a term of one year, or until their successors are elected and qualified.

4.3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Association. In the event of death, resignation or removal of a Director, the successor shall be selected by the remaining Directors on the Board and shall serve for the unexpired term of the Director's predecessor. However, any Director elected or appointed by the Developer may only be removed by the Developer, and the successor may only be appointed by Developer, to serve for the unexpired term.

4.4. Compensation. Directors shall serve without compensation, except, Directors may be reimbursed for the actual expenses incurred in the performance of their duties.

4.5. Action Taken Without a Meeting. The Directors shall have the right to take any action without a meeting which they could take at a meeting by obtaining the written approval of all Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board.

#### ARTICLE 5. NOMINATION AND ELECTION OF DIRECTORS

5.1. Nomination. Nomination for election to the Board shall be made from the floor at the Association's annual meeting. Nominations may be made from among members or non-members. The Board of Directors shall take as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

5.2. Election. Election to the Board shall be by secret written ballot. At such election the Members, in person or by proxy may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and Article 3.6 of these Bylaws. The individuals receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

#### ARTICLE 6. MEETINGS OF DIRECTORS

6.1. Regular Meetings. ~~The Board shall meet annually after the annual meeting of the Association.~~ In addition to its annual meeting, the Board shall have regular meetings established as to time and location by resolution of the Board. In the event any regular meeting falls upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

6.2. Special Meetings. Special meetings of the Board shall be called by the President of the Association, or by any three (3) Directors, after not less than three (3) days notice to each Director unless such notice period is waived.

6.3. Quorum. A majority of Directors shall constitute a quorum for the transaction of business. Every business decision made by a majority of the Directors present at a meeting at which a quorum is present shall be regarded as an act of the Board.

#### ARTICLE 7. GENERAL POWERS AND DUTIES OF THE BOARD OF DIRECTORS

7.1. General Powers and Duties. The Board shall have the power to:

- (1) maintain corporate surveillance over all the Association's activities;
- (2) determine the Association's programs and policies, and assure that such policies and programs are designed to serve the philosophies, objectives and purposes of the Association;
- (3) approve organization aspects of the Association and delegation of authority on matters;
- (4) delegate to appropriate persons the authority to conduct the business of the Association and carry out the policies and programs approved by the Board;
- (5) appoint a competent staff and determine its authority and responsibilities;
- (6) make provision for establishment of various auxiliaries to aid in accomplishing the objectives of the Association;
- (7) provide for financial stability;
- (8) analyze and evaluate the total operation, including all activities and services;
- (9) adopt and publish rules and regulations governing the use, maintenance, repair and replacement of all easement areas and Common Property;

(10) suspend the voting rights and the right to use the Common Property and community facilities of a member during any period in which such member shall be in default in the payment of any assessments levied by the Association, such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days per infraction of published rules and regulations;

(11) employ a managing agent, an independent contractor, or such other employees as the Board deems necessary and to prescribe their duties; and

(12) take all such other actions as are permitted by the Declaration or the Charter.

## ARTICLE 8. OFFICERS

8.1. Number and Office. The officers of the Association shall consist of a President, Vice-President, Secretary, and Treasurer. The officers shall be elected by a majority vote at the first meeting of the Board following each annual meeting of the Members.

8.2. Powers and Duties. Subject to such limitations as the Board may from time to time prescribe, the officers shall each have powers and perform such duties as generally pertain to their respective offices and such further powers and duties as may be conferred from time to time by the Board.

### 8.3. Officers.

a. President. The President shall be the principal officer of the Association and shall be a member of the Board.

b. Vice-President. In the absence of the President, the Vice-President shall assume the powers and the duties of the President.

c. Secretary. The Secretary shall be responsible for sending notice of all meetings of the Association and the Board. The Secretary shall keep the minutes of the Association and the Board meeting.

d. Treasurer. The Treasurer shall collect and disburse the funds of the Association and report on the financial condition of the Association.

8.4. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year until a successor is elected, unless an officer shall resign, or removed or otherwise disqualified to serve.

8.5. Special Appointments. The Board may elect such officers as the affairs of the Association may require, each of whom shall hold office for such period, have the authority and perform the duties as the Board may, from time to time, determine.

8.6. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. The resignation shall take effect on the date the notice is received or at any time specified therein. The acceptance of such resignation shall not be necessary to make it effective.

8.7. Vacancies. A vacancy in an office shall be filled by an appointment by the Board. The officer appointed to a vacancy shall serve the remaining term of the officer replaced.

8.8. Multiple Offices. The office of Secretary and Treasurer may be held by the same individual. No individual shall simultaneously hold more than one of the other offices except in the case of special offices created pursuant to Article 8.5 of this Article.

#### ARTICLE 9. COMMITTEES

9.1. The Board is hereby authorized to appoint committees as deemed appropriate in carrying out its purposes as provided in the Declaration or Bylaws.

#### ARTICLE 10. PROTECTION FROM LIABILITY

10.1. No Director of the Corporation shall be personally liable for monetary damages to the Corporation or its members for breach of fiduciary duty as a Director or for liability (i) for any breach of the Director's duty of loyalty to the Corporation or its members, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) Section 48-18-304 of the Tennessee Business Corporation Act, indemnification would be improper. If the Tennessee Code is hereafter amended to further eliminate or limit the personal liability of Directors, the liability of each Director of the Corporation shall be eliminated or limited to the greatest extent permitted by applicable law, as amended. Neither the attempted repeal of this provision, nor the adoption of any provision of the Charter inconsistent with this provision, shall eliminate or reduce the effect of this provision in respect to any such claim of liability wherever it occurs nor as to any act occurring prior to such amendment, repeal, or adoption of an inconsistent provision.

#### ARTICLE 11. MISCELLANEOUS

11.1. Books and Records. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member, and any holder, insurer or guarantor of a first mortgage on a Lot. The Declaration, Charter, Bylaws and Regulations of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

11.2. Fiscal Year. The fiscal year shall begin on the first day of January every year, except that the first fiscal year of the Association shall begin on the date of incorporation. The commencement date of the fiscal year herein established may be changed by the Board should corporate practice subsequently dictate.

11.3. Execution of Association Documents. All notes, contracts, other documents, checks, and other drafts shall be executed on behalf of the Association by such officers, agents or other persons as are from time to time designated by the Board.

11.4. Conflict. In the case of any conflict between the Charter and these Bylaws, the Charter shall control; and in the case of conflict between the Declaration and these Bylaws, the Declaration shall control.

11.5. Amendments. These Bylaws may be amended at a regular or special meeting of the Association, by affirmative vote of a majority of the total number of votes cast.

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STATE OF TENNESSEE  
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CHARTER  
OF

BOOK 0886 PAGE 702

HOLLY TREE FARMS HOMEOWNERS' ASSOCIATION, INC.

The undersigned, desiring to form a corporation not for profit, under Section 48-52-101, et seq., of the Tennessee Code Annotated, does hereby certify:

ARTICLE I

The name of the corporation shall be Holly Tree Farm Homeowners' Association, Inc. This Corporation is a mutual benefit corporation.

ARTICLE II

The address of the principal office in the state of Tennessee is c/o Zaring National Corporation, Two Brentwood Commons, Suite 258, 750 Old Hickory Boulevard, Brentwood, Tennessee 37024. The address of the registered office of the corporation shall be c/o Zaring National Corporation, Two Brentwood Commons, Suite 258, 750 Old Hickory Boulevard, Brentwood, Tennessee 37024. The registered agent at that office shall be Richard J. Bell.

ARTICLE III

The purpose for which said non-profit corporation is formed, and other provisions pertaining to this non-profit corporation and its powers are set forth in the Articles herein. This non-profit corporation, hereinafter sometimes referred to as the "Association", does not contemplate pecuniary gain or profit to its Members. The specific purposes for which this corporation is formed is to act as the Lot Owners' Association with regard to the Property specifically described in the Declaration of Covenants, Conditions and Restrictions, Liens and Reservation of Easements applicable to the Property. The Declaration will be recorded in the Register's Office of Williamson County where the principal office of this corporation is located. In addition, this Association is formed to provide for the maintenance, preservation and architectural control of the Property and the buildings and improvements situated thereon under the terms of the Declaration, and to promote the health, safety and welfare of the residents and Owners of the Property and to act in the same manner with regard to any other property which may hereafter be brought within the jurisdiction of this Association as part of the same plan, and for these purposes:

- (a) to exercise all the power and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration or as the same may be amended from time to time;
- (b) to fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office, administrative, and other expenses incident to the conduct of business of the Association, including all license fees, taxes or governmental charges levied or imposed against the Property of the Association;
- (c) to acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association and subject to the terms of the Declaration;

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- (d) to borrow money, and with the assent of a majority of the voting power of the Association, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, but only to the extent permitted by the Declaration;
- (e) to acquire additional Lots, easement area, and Common Property, in addition to that described in the Declaration when it was first recorded, but only in accordance with the provisions of the Declaration;
- (f) to own, acquire, build and operate real and personal property in accordance with the Declaration;
- (g) to obtain, pay for and maintain insurance to the extent provided in the Declaration;
- (h) to do any other thing necessary, expedient, incidental, appropriate or convenient to the carrying out of the foregoing purposes or which will promote the common benefit and enjoyment of the residents or Owners of the Lots, insofar as not prohibited by law or the Declaration; and
- (i) to have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Tennessee by law may now or hereafter have or exercise, insofar as not prohibited by the Declaration.

ARTICLE IV  
DIRECTORS

The Association shall be managed by the Board, who need not be Members of the Association. The number of Directors may be designated as not less than three (3) nor more than seven (7) members by said Association. The names and addresses of the persons who are to act in the capacity of initial Directors until the selection of their successors are:

<u>Name</u>	<u>Term of Office</u>	<u>Address</u>
L., Timothy Zaring	One Year	11300 Cornell Park Drive Suite 100 Cincinnati, Ohio 45242
Daniel Jones	One Year	Two Brentwood Commons Suite 258 750 Old Hickory Boulevard Brentwood, Tennessee 37024
Richard J. Bell	One Year	Two Brentwood Commons Suite 258 750 Old Hickory Boulevard Brentwood, TN 37024

ARTICLE V  
MEMBERSHIP

Every Owner as defined in the Declaration, subject to the covenants contained in the Declaration, and to assessments levied by the Association, including contract sellers on forms of executory contracts for the sale of a Lot, but excluding those holding record title or a similar interest merely as security for the performance of an obligation, shall

automatically upon acquisition of such ownership interest in a Lot be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Membership shall terminate upon the sale or other disposition by an Owner of his/her ownership interest, at which time the new Owner shall automatically become a Member of the Association.

ARTICLE VI  
VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A - Class A members shall be all Owners (with exception of the Developer for as long as Class B membership exists), who shall be entitled to one vote for each lot owned. When more than one person holds an interest in any Lot, all persons shall be Members. The vote for each Lot shall be exercised as set forth in the Declaration and By-Laws.

Class B - The Class B Member shall be the Developer (as defined in the Declaration), and such Member shall be entitled to a number of votes as will constitute seventy-five percent (75%) of the total voting power of the Association, as long as the Class B membership continues to exist. The Class B membership shall cease and convert to Class A membership upon the happening of the following events, whichever occurs earlier:

A. When all the property described in Exhibit "A" and Additional Property as described in the Declaration has been annexed to the Declaration by the Developer and seventy-five percent (75%) of the Lots included therein have been sold and conveyed to individual Owners;

B. Upon the expiration of ten (10) years from the date the Declaration is recorded.

Provided, however, that nothing herein shall be construed to prohibit the Class B membership from converting all or part of its Class B membership to Class A membership with the results set forth above at any time prior to the occurrence of the alternative events referred to above, by a written statement executed by the Developer delivered to the Association.

ARTICLE VII  
DISSOLUTION

Upon dissolution of the Association, any assets remaining after payment or adequate provision for payment of all debts and obligations of the Association shall be expended in furtherance of the purposes set forth herein. If no successor in interest to the Association is formed to administer the property of the Association, its assets shall be distributed to its Members.

ARTICLE VIII  
DURATION

The Association shall exist perpetually, unless dissolved earlier under the terms of this Charter.



ARTICLE IX  
AMENDMENTS

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Amendments of this Charter shall require the assent of members holding at least seventy-five percent (75%) of the voting power of each class of the Association, except as provided in the Declaration.

ARTICLE X  
DEALING WITH ASSOCIATION

A Director or officer of the Association shall not be disqualified by his/her office from dealing or contracting with the Association as a vendor, purchaser, employee, agent or otherwise; nor shall any transaction, contract or act of the Association be void or voidable or in any way affected or invalidated by reason of the fact that any Director or officer or any firm of which such Director or officer is a member, or any corporation of which such Director or officer is a shareholder, director or officer, is in any way interested in such transaction, contract or act. No Director or officer shall be accountable or responsible to the Association for or in respect to any such transaction, contract, or act or for any gains or profits to any such transaction, contract, or act or for any gains or profits realized or by any organization affiliated with him/her as a result of such transaction, contract or act. Any such Director or officer may be counted in determining the existence of a quorum at any meeting of the Board which shall authorize or take action in respect to any contract, transaction or act, and may vote to authorize, ratify or approve any such contract, transaction or act, with like force and effect as if the Director or officer were not interested in such transaction, contract or act.

ARTICLE XI  
INDEMNIFICATION OF DIRECTORS, OFFICERS OR EMPLOYEES

The Association shall indemnify any and every Director or officer against expenses, judgments, fines, penalties or amounts paid in settlement in connection with the defense of any pending or threatened action, suit or proceeding, to which such Director or officer is or may be made a party by reason of being or having been such Director or officer provided a determination is made by the Directors in the manner set forth in Tennessee Code Annotated to the effect (a) that such Director or officer was not, and has not been adjudicated to have been, negligent or guilty of misconduct in the performance of their duty to the Association of which they are a Director or officer, and (b) that they acted in good faith in what they reasonably believed to be the best interest of the Association. Such indemnification shall not be deemed exclusive of any other rights to which such Director or officer may be entitled under this Charter, the rules regulations of this Association, any agreement or any insurance purchased by this Association, or by vote of the Members, or otherwise.

ARTICLE XII  
INCORPORATOR

The complete name and address of the incorporator is as follows:

H. Marshall Greene, Esquire  
O'Hare, Sherrard & Roe  
424 Church Street, Suite 2000  
Nashville, Tennessee 37219.

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BOOK 886 PAGE 201

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STATE OF TENNESSEE

IN WITNESS WHEREOF, for the purpose of forming this Association under the laws of the State of Tennessee the undersigned Incorporation of this Association has executed this Charter on this 1st day of February, 1991.

REGISTER OF DEEDS

*H. Marshall Greene*  
H. Marshall Greene

BOOK# 886 PG 201  
NOTE BK 47 PG 86  
TAX \_\_\_\_\_ TOTAL 5.00  
FEE \_\_\_\_\_ RECEIPT#  
REC \_\_\_\_\_ 97214

SADIE WADE  
REGISTER OF DEEDS  
WILLIAMSON COUNTY, TN.

1991 FEB -6 AM 8:10

## ARCHITECTURAL GUIDELINES

ARCHITECTURAL COMMITTEE GUIDELINES - The Association has been charged with the responsibility of maintaining the aesthetic and architectural character of Holly Tree Farms.

Any owner desiring to make ANY exterior change, improvement, or addition (including any change in color) must obtain approval for the change. All applications will be considered on an individual basis, and all reasons presented for the improvements will be weighed and evaluated, based on the following considerations:

1. The harmony of external design and location in relation to surrounding homes in the community.
2. The recognition of future maintenance problems or expenditures the installation might cause the Association.
3. Adherence to guidelines established in the Declaration.

The procedure for this is as follow:

1. Submit to the Ghertner Company a complete description of the addition, change, or improvement with a drawing, photograph or catalog picture specification, as necessary, attached to a filled out application form.
2. The Board will review the application and it will be approved, disapproved, or additional or alternative recommendations for the improvement will be suggested. The owner will receive a copy and notice of same within five days from the date of meeting. Please refer to Article 8 of the Declaration of Covenants.
3. Any change or improvement made by an owner is the responsibility of the owner for maintenance, repair and/or replacement.
4. Unauthorized changes or improvements must be removed or restored to original condition at the discretion of the Board of Directors and will be at the expense of the owners.

The purpose of the Architectural Committee is not to discourage improvements but to oversee the nature of improvements in order that they enhance the value and conform to the overall aesthetic appearance of Holly Tree Farms. This is a protection of your investment. The Board of Directors and the Association members are in favor of improvements and hope that owners will desire to personalize their homes.

HOLLY TREE FARMS HOMEOWNERS ASSOCIATION

Architectural Committee Guidelines

An application and approval is required wherever an asterisk (\*) is shown.

**\*Fencing**

It is the desire of the Architectural Committee to keep the grounds within Holly Tree Farms as natural and unobstructed as possible. Therefore, we strongly discourage the use of perimeter fencing around Holly Tree Farms homes. However, in the event fencing is required, we have selected the following:

1. Invisible Fencing - Can cover your property boundaries, the perimeter of your home, with no exposed wire, and will keep your dog safe within your yard. We highly recommend the use of this fence.
2. Split Rail Fencing - This fence should be natural color and quality installed. It can only be constructed in rear of house.
3. No other fences are allowed, with the exception of those specifications for hot tubs and pool guidelines.
4. According to Article 4 division 4300 of the Williamson County zoning ordinances, split rail fencing around a pool or hot tub is illegal. The Developer (Zaring Homes) has used its authority as stated in Article 12.3A of The Declaration to permit wrought iron fencing and privacy fencing as described in the architectural restrictions adopted 10/16/92.

**\*Swingsets, jungle-gyms, playhouses and similar yard equipment** may not be placed, installed or maintained on any Lot without prior approval of the Board. If approved, equipment must be in good condition and hidden as much as possible from the road.

**\*Basketball goals** are acceptable only if they are installed behind the front corners (street side) of the house. Basketball goals cannot be attached to the house. Placement is subject to approval. Equipment should be in good condition, maintained at all times, and hidden as much as possible from the street.

**\*Decks** - There shall be no wraparound decks or second floor decks. All other decks must be approved by the Architectural Committee.

**\*Doghouses** - Guidelines for doghouses are enclosed.

**Dog Runs** - Are not allowed.

House pets, dogs, cats and caged birds may be kept provided such pets are not kept, bred, or maintained for commercial purposes. No exotic pets are allowed.

No burning of any trash, accumulation or storage of litter, new or used building materials, or trash of any kind shall be permitted on any Lot.

Automobiles and Vehicles - Except as provided herein, no commercial vehicle, trailer, truck, motorcycle, camper, camp truck, house trailer, boat or the like shall be kept or used upon the Property unless totally enclosed within an improvement or garage, so as not to be visible from the exterior thereof. No junk vehicle, inoperative or unlicensed motor vehicle, structure of a temporary character, mobile home, tent, shack, barn, or other outbuilding, shall be kept or used upon any Lot, nor shall the major repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon.

The light repair or maintenance of an automobile or other vehicle should be carried out within your garage.

Trash and garbage containers shall not be permitted to remain in the public view except on days of trash collection.

\*No live trees in excess of 3" in diameter shall be removed from the property without written approval of the Association. No trees or foliage shall be removed from common ground to include the mountainside or surrounded common wooded area without written approval of Association.

No signs of any character shall be erected, posted, or displayed upon any Lot, except street and identification signs installed by the Association or the Developer and excepting one (1) temporary real estate sign not to exceed six (6) square feet in area erected upon any Lot advertising same upon the market for sale or rent.

No outside television or radio aerial or antenna, or other aerial or antenna, including satellite receiving dishes, for reception or transmission, shall be maintained on any Lot.

No vegetable garden shall be larger than 300 square feet and must be maintained so as not to be unsightly.

No owner shall be allowed to store more than two (2) cords of firewood on any Lot. Firewood must be neatly stacked, free of unsightly debris and kept in the rear of the house.

\*No above-ground swimming pool greater than one (1) foot in height shall be permitted on any Lot. In-ground pools shall be permitted subject to approval by the Board of Directors. See

page 10 for pool guidelines.

No tennis court shall be permitted on any Lot.

Mailboxes shall be black galvanized steel rural mailboxes, and medium model 1 - 1 1/2, mounted on a 4x4 rough sawn post painted black or such other uniform design approved by the Association.

\*Hot tubs should be located in the rear yard and directly behind your home. All tubs must have a locking cover and a privacy fence with a locked gate so it is child-proof while unattended. Hot tub guidelines are included.

Garage Doors - Every attempt should be made to keep the door and/or doors closed except when leaving or entering.

\*Tree Houses - Tree houses must be located in rear of house and the design and color must be approved by the Committee.

\*Storm Doors - Storm doors must be the full view type with the design to be approved.

\*The changing of exterior paint colors must be approved by the Architectural Committee. Color chips must be made available.

Skylights must not be on the front or side roofs of the house.

Windmills will not be approved.

Solar panels will not be approved.

\*Lamp posts are acceptable provided they are seven feet (7') tall and posts should be black. The fixtures should match the house fixtures or compliment them.

\*Any exterior lighting added must be approved.

Flagpoles - No flagpoles are permitted.

Window Treatments - Window treatments shall consist of draperies, blinds, decorative panels, or other tasteful window covering. No newspaper, cardboard, aluminum foil will be allowed for temporary use. Sheets or other temporary window treatments are permitted for a reasonable time period, not to exceed sixty (60) days on windows facing the street.

\*Elaborate or excessive amounts of landscaping in the front yard must be approved. The planting of more than eight trees in one's yard must be approved due to Site Line Restrictions.

**\*Walls** - Walls may not be constructed along the front lot line or perimeter boundary of any site. Front terrace walls must be approved by the Architecture Committee, must be made of the same brick as the house, and must be aesthetically consistent with the Holly Tree Farms development. All other types of walls or structures must be approved by the Architecture Committee.

**Clotheslines** - Outside clothesline and clothes hanging devices shall not be permitted.

**Building Material** - No lumber, brick, stone, block, concrete or other building materials, nor any other thing used for building purposes shall be stored on any Site except for the purpose of construction on such Site, and then only for such length of time as is reasonably necessary for the construction of the improvements then in progress.

**Construction Damage** - Any builder or Owner who makes a curb cut or damages any public areas or Common Areas in any way shall be responsible for repairing the same at his sole expense.

**Owner Obligations and Maintenance** - All Sites, together with the exterior of all improvements located thereon shall be maintained in a neat and attractive condition by their respective Owners.

**Nuisances and Unsightly Materials** - No house or other structure on any Lot shall be used for any commercial or business purpose. Each Owner shall refrain from any act or use of his or her 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 and recreational vehicles may not be stored on the property. No offensive trade shall take place on property or in dwelling.

**Sight Line Restrictions** - No fence, wall, hedge, shrub, or other object which may obstruct the sight lines of motorists shall be placed or permitted to remain on any corner lot, street median, or common area. It shall be presumed that any object more than 30" above street level and within (1) the triangle formed by the two curbs of a corner lot or other intersection and a line connecting them at points 50' from their intersection, or (2) a street median, is an obstruction to sight lines. The foliage line of any permitted tree located within the triangle or street median must be maintained more than 60" above street level and shall not extend over the roadway.

**Leasing** - No unit may be leased without the notification of the Board of Directors. All rules and regulations contained in this document must be part of the lease agreement. The lease must be for a minimum of one (1) year and the owner still has the obligations and maintenance of the Lot.

\*Patio covers and/or enclosures must be of a permanent nature and be in harmony with the design of the house. Submit the design for approval.

Garage Sales - no more than two (2) weekends in any 12 month period. Please advise the Association two weeks prior to the sale.

**NO LIABILITY** - The Architectural Committee shall not be liable to any owner in connection with the exercise or non-exercise of architectural control hereunder, or the approval or disapproval hereunder for any improvement. Any approval of any plans or specifications by the Architectural Committee shall not be deemed to be a determination that such plan or specifications are complete or do not contain defects, or otherwise comply with any applicable governmental requirements, and the Architectural Committee shall not be liable for any deficiency, or any injury resulting from any deficiency, in such plans and specifications.



## DOG HOUSE GUIDELINES

1. The dog house cannot be seen when viewing the front of the house.
2. The structure must be made of lap siding, redwood, cedar or pressure-treated materials.
3. The dog house must be painted a dark color to blend with the natural landscaping.
4. The dimensions of the dog house may be no larger than 3ft. wide, 3ft. high, and 4ft. deep.
5. Dog house must be kept in good repair and provide an unobjectionable view to neighbors.
6. A commercially made dog house sold in retail stores that follows the above dimensions is acceptable.

## HOT TUB GUIDELINES

1. All hot tubs are to be screened from view.
2. Hot tubs must be of a permanent nature and set into a deck or into the ground.
3. No piping, pumps, filters, or other mechanical equipment shall be exposed to view.
4. No water from a hot tub is to be allowed to drain onto adjoining property. Hot tub owner will be held liable for any and all repairs for damages to property due to runoff or drainage damage to adjoining property.
5. No lighting of hot tubs shall be allowed to "spill" onto adjoining properties.
6. Hot tubs must be located in the rear yard and directly behind your home.
7. Hot tubs must be fenced along all sides that are not connected to the home so as to totally enclose the area. The fence may be between 4 and 6 feet above grade level and must be composed of:

(A) Wrought iron (or an imitation of bronze aluminum alloy) with post of wrought iron, bronze aluminum alloy, or brick to match your house. The post must be set 18" to 24" deep. Spindles must be 4" apart. All metal parts of the fence must be painted black. Wrought iron must be of high quality. Landscaping may be used for privacy if not excessive.

OR

(B) A privacy fence made of western red cedar with 1x4 boards, 2x4 runners, no spacing between boards. Set post should be 18" to 24" deep and post should be 4x4 cedar or brick to match your home. The decorative side must be visible from the outside of the fence. This fence should be natural in color and quality installed.

8. The fence may be placed no more than 5 feet from the edge of the hot tub and no further than 20 feet from back of house. For wrought iron type fences the fence may not extend past the back corners of house. For privacy fences the fence may be no closer than 10 feet inside back corners of house.
9. One gate is allowed in the perimeter of the fence. The gate must be self-closing and locking. Great care must be exercised to prevent any unauthorized access to the area that could result in an unfortunate and unnecessary accident. The gate must remain closed and locked securely at all times. The

latches and/or locks on the gate must be inoperable from the exterior except by key owned only by the homeowner.

(A) Due to the spacing of spindles on a wrought iron type fence the gate must have a double cylinder knob requiring a key to both enter and exit the area.

(B) Wood privacy fences must have a self-locking latch located on the gate so that it is inoperable by reaching over the top of the fence from the outside.

## SWIMMING POOL GUIDELINES

1. All swimming pools are to be in ground.
2. No piping, pumps, filters, or other mechanical equipment shall be exposed to view.
3. No water from a pool is to be allowed to drain onto adjoining property. Pool owner will be held liable for any and all repairs for damages to property due to runoff or drainage damage to adjoining property.
4. No lighting to pools shall be allowed to "spill" onto adjoining properties.
5. Pools must be located in the rear yard and directly behind your home.
6. Pools must be fenced along all sides that are not connected to the house so as to totally enclose the pool. The fence must be made of wrought iron (or an imitation bronze aluminum alloy) and may be 4' to 6' in height. The posts must be of wrought iron type or brick to match the house. Posts must be set 18" to 24" deep. Spindles must be 4" apart. All metal parts of the fence must be painted black. Wrought iron must be of high quality. Landscaping may be used for privacy if not excessive.
7. The fence may be up to 10 feet from the edge of the pool but no further to the sides than the back corners of the house.
8. See gate guidelines for wrought iron type fences under Hot Tub Guidelines line #9.

**NOTE;** Our children are our greatest asset in this community and strict measures will be required of pool and hot tub owners to assure the safety of all children in the area.

HOLLY TREE FARMS SUBDIVISION

1403 West Main Street  
Franklin, TN 37064-3466

APPLICATION FOR FENCE STRUCTURE OR EXTERIOR CHANGE

**NOTE: The Architectural Review Committee has thirty (30) days to approve or disapprove your application.**

**FILL OUT COMPLETELY**

Please submit this application to the Holly Tree Farms' Architectural Review Committee at the above address. The Committee or it's consultant will review this application and approve or disapprove within 30 days.

**Please review the Declaration of Covenants, Conditions and Restrictions for Holly Tree Farms.**

LOCATED ON LOT # \_\_\_\_\_ OWNED BY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_

EVALUATION: (Sketch fence/structure design and add description if necessary)

- Front and side view elevations with dimensions
- Location and depth of any required cuts or fills in the soil
- Show the location of any existing utilities or drainage courses (if applicable or in close proximity)
- Indicate an anticipated start and completion date
- Secure required permits from the city or utilities as applicable.

FENCE HEIGHT: (Not to exceed six (6) feet for privacy fence and six (6) feet for any perimeter fence. Also, no satellite dish may exceed eighteen (18) inches in diameter.)

Structures must conform to building guidelines and applicable codes.

TYPE OF FENCE/STRUCTURE AND MATERIALS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PAINTED OR NATURAL FINISH: \_\_\_\_\_

IF PAINTED, WHAT COLOR? \_\_\_\_\_

**LOCATION OF FENCE/STRUCTURE:** (Attach a plot plan of lot showing location of house and proposed fence. Drawing must be to scale. Fence cannot extend past the rear corner of the house.

**All fences must be constructed so that the finished side faces the outside perimeter.**

The Holly Tree Farms' Architectural Review Board would like to make the submittal and approval of minor fence structures and exterior changes as simple and easy as possible for Homeowners. Therefore, for structures like playground equipment and swing sets homeowners may include a photograph from the manufacturer, type of materials, dimensions, and plot plan.

\_\_\_\_\_  
SIGNATURE OF APPLICANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
APPROVED/DENIED BY HOLLY TREE FARMS  
ARCHITECTURAL REVIEW COMMITTEE

\_\_\_\_\_  
DATE