

File: DuBois

PREPARED BY:
KRISTIN C. PARKER
ATTORNEY AT LAW
COLUMBIA, TENN.

**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR POLO FIELDS, SECTION 2
A SUBDIVISION IN MAURY COUNTY, TENNESSEE**

THIS DECLARATION, made on the date hereinafter set forth by McBroom Family Partnership, a Tennessee General Partnership, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Maury County, Tennessee, heretofore platted and subdivided into that certain subdivision designed as Polo Fields, Section 2, Lots 42-74 and Parrish Lumber & Building Supply Co., Inc. is the Owner of Lots 45, 60, 61 and 62 in Polo Fields, Section 2 (all said property being referred to herein collectively as the "Property" or "Properties"), and more particularly shown on the plat thereof recorded in Plat Book P16, Pages 329-330, Register's Office of Maury County, Tennessee (hereinafter referred to as the "Plat"); and

WHEREAS, Declarant desires to develop the Properties as a residential subdivision together with any other land which Declarant in its sole discretion may hereafter add thereto, and to provide and adopt a uniform plan of covenants, easements, restriction, conditions, reservations, charges and liens designated to govern, control and preserve the values and amenities of the Properties for the better development, improvement, sale, use and enjoyment of the Properties as a residential subdivision.

WHEREAS, Declarant and Parrish Lumber & Building Supply Co., Inc. desire to subject the Properties, together with additional lands as may hereafter be made subject hereto, to the covenants, easements, conditions, restrictions, reservation, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Properties and all additions thereto, and each owner of any part thereof; and

NOW, THEREFORE, Declarant and Parrish Lumber & Building Supply Co, Inc. with respect to Lots 45, 60, 61, and 62 hereby declare that the Properties shall be developed, improved, held, used, sold, and conveyed in accordance with, and subject to the following plan of development, easements, restrictions, reservations, covenants, conditions and stipulations, all of which are hereby adopted for, and placed upon said Properties and shall run with the Properties and be binding on all parties now and at any time hereafter having or claiming any right, title or interest in the Properties or any part thereof, their heirs, executors, administrators, successors and assigns, regardless of the source of or the manner in which any such right, title or interest is or may be acquired, and shall inure to the benefit of each owner of any part of the Properties.

ARTICLE I

DEFINITION

1. "Fences" shall mean wood, masonry, or other natural or man made materials assembled to achieve a perimeter screen on a Lot which would generally be intended to block the visibility and/or access into or out of such Lot.

2. "Improvements" shall mean all improvements constructed upon any Lot, including, without limitation, all buildings, structures, additions, driveways, sidewalks, planter, swimming pools and fences.

3. "Lot" or "Lots" shall mean and refer to any numbered plot of land shown upon the Plat which is available for the construction of a residence, but shall not mean or include any common area.

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TRIMM BATCH: 72451	
12/21/2007 09:59 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	25.00
DE FEE	0.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	25.00

STATE OF TENNESSEE, MAURY COUNTY
JOHN FLEMING
REGISTER OF DEEDS

4. "Owner" shall mean or refer to the record owner, whether one or more persons or entities, of fee simple title to the surface estate of any Lot, but excluding those having such interest merely as security for the performance of an obligation or who merely owns an equitable interest in any Lot under a contract to purchase.

5. "Plat" shall mean the plat or any future plat designating the Properties as recited on Page 1 hereof, including any amendments to said plat or plats, or any plat or plats designating additional land to be added to the Properties hereof.

6. "Property" or "Properties" shall mean and refer to Polo Fields, Section 2 as shown on the Plat (the "Lots") and any other lands or any common areas which may hereafter be made subject to the Declaration.

ARTICLE II

RESTRICTIONS OF USE

1. All dwellings erected on the Lots shall contain a minimum of 1500 square feet (as measured on the exterior) of indoor heated living area exclusive of garages, basements, porches, and breezeways. No dwelling shall be erected, altered or permitted to remain on any Lot other than a one (1) detached single-family residential dwelling not to exceed two (2) stories in height, plus a basement, and an attached garage not less than two (2) cars or more than three (3) cars, which structure shall not exceed the main dwelling in height or number of stories. No dwelling shall be constructed on less than the equivalent of one full Lot as shown on the Plat. In no event shall any part of the main structure or garage be used as a second dwelling for rental purposes. All residences shall be built on a permanent continuous foundation and said foundation shall not be exposed. Declarant reserves the right to modify these size requirements for any additional lands made subject to these restrictions.

2. Exterior material of all residences shall be vinyl or brick. All foundations shall be brick veneer.

3. Fences shall be restricted to the backyard of the lot no closer to the front lot line than the back rear corner of the dwelling. No fences are permitted in the front yard or side yard of any dwelling. This restriction does not apply to a growing fence or hedge, which shall not exceed a height of three (3) feet. All manmade fences shall be a maximum height of six (6) feet and shall be constructed of wood, stone, brick, aluminum, or vinyl. No chain linked fencing is allowed. All outside heating and air-conditioning units to be in the rear of the house or if on the side, to be enclosed with a decorative fence or shrub.

4. All outbuildings shall be erected of a style similar to the exterior of the residence and the exterior shall be brick and vinyl to match the house. All outbuildings shall have a brick veneer and the exterior must be of the same color of brick, vinyl, and roofing as on the residence. All outbuildings shall be located at the rear of the Lot, excluding Lots 47 and 48. Any outbuilding on these Lots shall be no closer to the front property line than 200 feet. Portable garages and utility buildings are prohibited. All applicable set-back lines as shown on the Plat shall be observed. Said outbuildings shall be no less than 100 square feet and no larger than 440 square feet.

5. No modular homes, manufactured homes, mobile homes, house trailer, or travel homes, of any kind, with or without wheels attached, and without regard to whether or not erected on a permanent foundation, shall be permitted on the Properties without regard to whether erected on a permanent foundation. No structure of a temporary character, recreation vehicle, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence nor connected to any utilities.

6. All Properties shall be used for residential purposes only, and the Properties shall not be used for commercial purposes, other than rental use or an in-home office not open to the public.

7. All utility service wires, including electricity, telephone, cable television and satellite dishes for the residence or any outbuildings shall be underground from the power pole to the residence or any outbuildings. Perpetual easements are reserved for utility installation and maintenance in accordance with utility easements designated on the Plat.
8. No dwelling or other permissible improvements (exclusive of mailboxes, driveways, sidewalks, and fences) shall be placed on any Lot between the Lot's boundaries and the building setback lines shown on the Plat. No dwelling or outbuildings shall be located within the drainage and utility easements shown on the Plat. For purposes of these restrictions, eaves, steps and unroofed terraces shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of any structure on a Lot to encroach upon another Lot. Declarant reserves the right to modify these setback criteria for any additional lands or lots made subject to this Declaration.
9. No automobiles, boats, trailers, campers, motorcycles, buses, trucks, tractors, recreational vehicles, equipment or machinery of any kind, camp rigs off truck, boat rigging or offensive item shall be stored on any public street, right-of-way or driveway nor used as a residence. Storage of such vehicles or items must be screened from public view either within the garage, or behind the garage or house behind a solid fence. Short term parking of such vehicles on any Lot is only allowed for a period of less than 24 hours every seven days, for the sole purpose of loading, unloading, or cleaning.
10. No inoperative or unlicensed vehicles or parts of same shall be permitted on the Properties.
11. No livestock such as horses, cattle, sheep, goats, swine, chickens, turkeys, waterfowl, peacocks, or other large or small animals with the exception of household pets such as dogs and cats shall be allowed on the property. No breeding or commercial use of household pets will be permitted.
12. No commercial vehicle that exceeds a ¾ ton truck or van shall be parked or maintained on any Properties subject to these covenants.
13. No noxious or offensive trade or activity shall be carried on upon any Lot or Properties nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No all-terrain vehicles, dirt bikes or motorcycles will be permitted to be driven on this Property, which includes any vacant lots. Street motorcycles are permitted and for the purposes of this document shall be considered as an automobile.
14. All landscaping shall be completed within six (6) months after completion of the dwelling on any Lot. Vegetable gardens shall be restricted to rear yards, and shall be maintained so as not to become a nuisance to adjoining Lots. Mailboxes shall be maintained in good repair and appearance at all times.
15. All Lots shall be kept at all times in a sanitary, healthful, safe, and attractive condition, and the owner or occupant of all Lots shall keep all weeds and grass thereon cut below a height of six (6) inches. No lot shall be used for storage of material and equipment except for normal residential requirements and those requirements incident to construction of initial improvements thereon, nor permit the accumulation of garbage, trash, or rubbish of any kind thereon, and shall not burn any garbage, trash, or rubbish. All yard equipment, woodpiles, or storage piles shall be screened so as to conceal them from the view of neighboring lots, streets, or property.
16. Clotheslines and the drying of clothes or household linens outdoors are prohibited.

17. No sign, advertisement, billboard, or advertising structure of any kind shall be displayed to the public view on any portion of the properties except one (1) sign for each Lot for the purpose of advertising the property for sale or rent, except signs used by the Declarant, its successors or assigns, for a period of time commensurate with its home construction/sales/rental program.

18. The digging or removal of any dirt from any Lot is expressly prohibited except as necessary in conjunction with the construction (including swimming pools) and subsequent landscaping on the Lot.

19. All Lots must have a drive constructed either of concrete, aggregate or asphalt, and such drive must be completed within six (6) months of the residence being occupied.

20. No electronic, radio, television, or other type of device for transmitting or receiving signals shall be erected, constructed, placed, or permitted to remain on any Lot, house, or building unless located to the rear of the roof ridge line or gable of the main structure so as to be hidden from sight when viewed from the fronting street, on interior Lots, or when viewed from the fronting street and the side street on corner Lots.

21. All construction must be completed and ready for use within nine (9) months from the date the construction is begun.

22. Perpetual easements for the installation and maintenance of utilities are reserved as shown on the Plat and no structures shall be erected therein. Neither Declarant, nor any utility company or governmental entity using the easements shall be liable for any damage done by them or their assigns, agents or employees to shrubbery, trees, flowers or any improvements located on the land subject to said easements.

ARTICLE III

GENERAL PROVISIONS

1. Declarant or any Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by the provisions of this Declaration. Failure by Declarant or by any Owner to enforce any provision of this Declaration does not constitute a waiver of the right to do so thereafter.

2. Invalidation of any one of these covenants or restrictions shall in no way affect any other provision, which shall remain in full force and effect.

3. The covenants, conditions, obligations, and restrictions of this Declaration shall run with and bind the Properties and shall be binding upon all parties and persons claiming under them and shall inure to the benefit of, and shall be binding upon all Owners, and each of their heirs, executors, administrators and assigns. No Lot shall be conveyed, devised, leased or demised at any time hereafter, except as being subject to the covenants, restrictions, liens and charges herein contained. Whether or not it be so expressed in the deeds or other instruments of conveyance of Properties, the Properties and Lots shall be absolutely subject to the covenants, restrictions, liens and charges herein contained which shall run with and be appurtenant to the land and every part thereof, as fully as if expressly contained in each and every contract and conveyance.

4. These restrictive covenants may be amended unilaterally by Declarant without the necessity of consent or approval by any Lot owners or other interested parties within the five (5) years following recordation of these restrictive covenants. Thereafter, this Declaration may be amended by an instrument signed by Owners having not less than seventy-five percent (75%) of the votes in the subdivision, with each Lot having one (1) vote, including any additional Lots that may become subject to this Declaration at a later date.

5. This Declaration shall be construed under and governed by the laws of the State of Tennessee.

6. The Owners shall not be deemed partners of each other or partners with Declarant solely by virtue of being Owners or the Declarants hereunder.

7. Declarant reserves the right to modify and change the conditions contained in Article II for any additional lands made subject to the Declaration if such modifications and changes, in Declarant's sole judgment and discretion, will enhance the overall development plan for the Properties or if Declarant deems such modifications to be necessary or otherwise desirable for the development of such additional lands.

Declarant and Parrish Lumber & Building Supply Co., Inc., as owner of the property shown on the plat of Polo Fields Subdivision, Section 2, of record in Plat Book P16, Pages 329-330, Register's Office of Maury County, Tennessee, hereby adopt the plan of the subdivision shown on said Plat, dedicates all streets shown on said Plat for public use, and dedicates all utility and drainage easements shown or noted on said Plat.

IN WITNESS WHEREOF, McBROOM FAMILY PARTNERSHIP and PARRISH LUMBER & BUILDING SUPPLY CO., INC. has executed this instrument on the 21st day of December, 2007.

McBroom Family Partnership

By: Charles E. McBroom, Partner
Charles E. McBroom, Partner

Parrish Lumber & Building Supply Co., Inc.

By: Charles E. McBroom, President
Charles E. McBroom, President

STATE OF TENNESSEE - COUNTY OF MAURY

Personally appeared before me, the undersigned, Charles E. McBroom, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is a Partner of McBroom Family Partnership and is authorized by the maker to execute this instrument on behalf of the maker.

WITNESS my hand, at office, this 21st day of December, 2007.
My commission expires: 02-23-08
Charles E. Dukes
Notary Public

STATE OF TENNESSEE - COUNTY OF MAURY

Personally appeared before me, the undersigned, Charles E. McBroom, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is President of Parrish Lumber & Building Supply Co., Inc. and is authorized by the maker to execute this instrument on behalf of the maker.

WITNESS my hand, at office, this 21st day of December, 2007.
My commission expires: 02-23-08
Charles E. Dukes
Notary Public