

THIS INSTRUMENT PREPARED BY:
SCOTT D. WEISS, ESQ., CCAL
Ortale Kelley Law Firm
CMT Building
330 Commerce Street, Suite 110
Nashville, Tennessee 37201
(Prepared from information provided
by and at the direction of the Holly Point
Homeowners Association)

Connie E. Gunnett, Register
Montgomery County Tennessee
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**AMENDMENT TO THE
DEED OF DEDICATION AND RESTRICTIONS
FOR
HOLLY POINT, SECTION 1, HOLLY POINT, SECTION 2 AND HOLLY
POINT, SECTION 3**

THIS AMENDMENT to the Deed of Dedication and Restrictions for Holly Point, Section 1, Holly Point, Section 2, and Holly Point, Section 3 (“Amendment”) is made and entered into by the owners in the Holly Point Homeowners Association (“Holly Point” or “Association”) in accordance with Paragraph 29 of the Deed of Dedication and Restrictions for Holly Point, Section 1 (“Section 1 Declaration”) of record in Volume 1033, Pages 365-371, Register’s Office for Montgomery County, Tennessee; and in accordance with Paragraph 29 of the Deed of Dedication and Restrictions for Holly Point, Section 2 (“Section 2 Declaration”), of record in Volume 1113, Pages 2570-2576, said Register’s Office; and, the Deed of Dedication and Restrictions for Holly Point, Section 3 (“Section 3 Declaration”), of record in Volume 1131, Pages 2839-2845, said Register’s Office.

WITNESSETH:

WHEREAS, all capitalized terms not otherwise defined herein shall have the meanings set forth in the Section 1 Declaration, Section 2 Declaration, and the Section 3 Declaration; and,

WHEREAS, pursuant to Paragraph 29 of the Section 1 Declaration, the same may be amended by an instrument executed by the owners of at least fifty-one percent (51%) of the lots; and,

WHEREAS, pursuant to Paragraph 29 of the Section 2 Declaration, the same may be amended by an instrument executed by the owners of at least fifty-one percent (51%) of the lots; and,

WHEREAS, pursuant to Paragraph 29 of the Section 3 Declaration, the same may be amended by an instrument executed by the owners of at least fifty-one percent (51%) of the lots; and,

WHEREAS, as evidenced by the signature of the President, and affirmed by the Secretary of the Association, at least fifty-one percent (51%) of the owners of lots in Section 1, Section 2 and Section 3 have executed the Amendment and as such, this Amendment shall be adopted.

NOW THEREFORE, Paragraph 6 of the Section 1 Declaration, the Section 2 Declaration, and Section 3 Declaration shall be deleted in their entirety and replaced with the following:

6. **Lot Requirements:** Prior to beginning of construction, all lots shall remain clear and vacant. Only those materials and items needed by the trade in the construction of the residence shall be allowed to be placed on the lot. After completion of the residence, there shall be no occupancy for living purposes at any time on any lot except within the completed residence.

NOW THEREFORE, Paragraph 9 of the Section 1 Declaration, the Section 2 Declaration, and Section 3 Declaration are hereby deleted in their entirety and replaced with the following:

9. **Nuisance:** No portion of the property or any Lot shall be used, in whole or in part, for the storage of any property or thing that will cause the property to appear to be in an unclean or untidy condition or that will be unsightly to the eye. Nor shall any substance, thing, or material be kept upon any portion of the property or any Lot that will emit foul or obnoxious odors or that will cause any noise or other condition that may disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any portion of the property or any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the property or any Lot. There shall not be maintained any plant, animal, device, or thing which is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the property.

(a) **Animals and Pets:** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the property, except that a reasonable number of dogs, cats, or other usual and common domestic household pets may be permitted on a Lot. No pets are permitted to roam free; those that, in the sole discretion of the Association, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Lots or the Owner of any portion of the property, including stray animals, shall be removed upon request of the Board. If, after ten (10) calendar days' written notice to the Owner, tenant, or occupant, the Owner, tenant, or occupant fails and/or refuses to honor such request, the pet may be removed by the Board, and neither the Board, nor its agents or vendors shall be liable for trespass or other damages to such Lot. No pets shall be kept, bred, or maintained for any

commercial purpose. No wild animals shall be permitted.

(b) **Unsightly or Unkempt Conditions:** It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. All garage doors shall be kept closed, except when necessary for entrance or exit of vehicles or when an Owner is present outside the Home.

NOW THEREFORE, Paragraph 10 of the Section 1 Declaration, the Section 2 Declaration and Section 3 Declaration are hereby deleted in their entirety and replaced with the following:

10. **Fencing:** Written approval shall be obtained in accordance with Paragraph 16 herein, prior to and as a prerequisite to the installation of any fence upon any Lot. Approval of fence construction is within the sole discretion of the ARC. Acceptable fence materials shall include composite, wood, vinyl, wrought iron, or aluminum. The entire fence constructed upon any Lot shall be so constructed of one (1) of these listed materials. There shall be no fence constructed upon any single Lot which consists of more than one (1) type of approved material, and no chain link fences shall be installed upon any Lot. Privacy fences shall not exceed six (6) feet in height. Fencing shall not prevent access to utility meters (gates may provide access). A uniform fence line between two homes is encouraged. Fencing shall not be installed in front of a home or closer to a street than the minimum build set-back line.

NOW THEREFORE, Paragraph 11 of the Section 1 Declaration, the Section 2 Declaration and Section 3 Declaration are hereby deleted in their entirety and replaced with the following:

11. **Exterior Accessories:** No decorative appurtenances, such as sculptures, birdhouses, birdbath, fountains, flagpoles, or other decorative embellishments shall be placed on or in any front yard or on any part of a Lot visible from any street or other Lot, unless the placement and design of such embellishment(s) has been approved in writing by the ARC or Board in accordance with Paragraph 16 of this Amendment.

NOW THEREFORE, Paragraph 12 of the Section 1 Declaration, the Section 2 Declaration and Section 3 Declaration are hereby deleted in their entirety and replaced with the following:

12. **Mailboxes:** All mailboxes and numbering and lettering affixed to mailboxes shall be approved by the ARC or Board in accordance with Paragraph 16 of this Amendment.

NOW THEREFORE, Paragraph 13 of the Section 1 Declaration, the Section 2 Declaration and Section 3 Declaration are hereby deleted in their entirety and replaced with the following:

13. Satellite Dishes and Outdoor Antennas: No exterior television or radio antennae and no satellite dish shall be more than one (1) meter in diameter. Outdoor television and dish antennas may be installed, if property screened and with the prior written approval of the Association. Approval of such television and dish antennas shall not delay or prevent installation, maintenance or use; shall not unreasonably increase the cost of installation, maintenance or use; and shall not preclude reception of an acceptable quality signal.

All requests for installation of any such antennae or satellite dish, shall be submitted to the Board of Directors in writing with a description of the size, location and materials associated with the antennae or satellite dish prior to their installation. Should the Board of Directors fail to provide written approval or denial of same within thirty (30) days of its receipt of such written request, the request shall be deemed approved.

NOW THEREFORE, Paragraph 14 of the Section 1 Declaration, the Section 2 Declaration and Section 3 Declaration are hereby deleted in their entirety and replaced with the following:

14. Garbage, Debris, and Trash Cans: No garbage, trash, wood pile, or other debris shall be left upon any Lot. Owners and their tenant/occupants shall, at all times (with the exception of trash pick-up days), store trash cans and recycle bins in an area of the driveway immediately adjacent to the side of Homes, in garages, or behind Homes. On scheduled trash and recycling days, trash cans and recycle bins shall not be placed on the street for pickup sooner than 6:00 PM the night before the scheduled trash pickup day. Trash cans and recycle bins shall be removed from the street by 6:00 PM on the scheduled trash pickup day.

On scheduled trash and recycling days, no garbage, debris, or trash shall be left on the street next to, adjacent to or anywhere other than inside a trash can or recycle bin. If an Owner anticipates that he or she will have excess garbage, trash or debris which will exceed the capacity of his or her trash can on any scheduled trash pickup day, he or she shall notify the Association in writing (whether by letter or electronic [email] mail) in advance, and the Association shall permit such excess garbage, trash, or debris to be placed next to the Owner's trash can on the street for pickup. Such additional garbage, trash, or debris shall likewise not be placed on the street for pickup sooner than 6:00 PM the night before the scheduled trash pickup day. This exception for excess garbage, trash, or debris shall be permitted only occasionally and shall not be used as an exception for regular or routine placement of excess garbage, trash, or debris by any Owner.

NOW THEREFORE, Paragraph 15 of the Section 1 Declaration, the Section 2 Declaration and Section 3 Declaration are hereby deleted in their entirety and replaced with the following:

15. Signs and Billboards: With the exception of political signs placed upon Lots pursuant to Tennessee Code Annotated §2-7-143, no sign or billboard of any kind shall be displayed to the public view on any lot or portion of the Common Area, except for: 1) directional or informational signs, approved by the Association, 2) signs not in excess of six (6) square feet per side erected by an owner upon that owner's lot to advertise the sale or lease of that lot, and 3) home security signs not in excess of three (3) square feet per side. All signs, including political signs, shall be subject to size and placement restrictions as may be adopted by the Board from time to time. The Association, after ten (10) business days' written notice to the Owner, tenant or occupant, and failure of such Owner, tenant or occupant to remove such sign, have the right to remove any such unapproved sign, advertisement, billboard, or structure that is placed on the property, and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal.

NOW THEREFORE, Paragraph 16 of the Section 1 Declaration, the Section 2 Declaration and Section 3 Declaration are hereby deleted in their entirety and replaced with the following:

16. Improvements and Architectural Control: No building, fence, wall, or other structure(s) of any kind shall be commenced, constructed or erected upon any Lot or House, nor shall any exterior addition therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Review Committee (hereinafter referred to as "ARC") appointed by the Board. General homeowner maintenance and upkeep, including repairs, painting, and staining, which will not affect the harmony of external design in relation to surrounding structures and topography, are excluded from this provision. All matters submitted to the Board of Directors or the ARC shall be decided and announced in writing within thirty (30) business days after submission by the Owners or Builder, unless additional time, at the discretion of the Board or ARC, is needed to obtain additional documentation. In such case, written approval or denial shall be provided to the Owner or Builder within thirty (30) business days after receipt of such additional documentation by the ARC from the Owner or Builder. If the Board or ARC reply to the Owner or Builder within thirty (30) business days requesting additional information regarding the improvement, the thirty (30) business days shall be calculated from the date upon which the Owner or Builder provides the Board or ARC with such additional requested information regarding the improvement. Failure of the Board or ARC to approve or deny submissions in writing within thirty (30) business days or any extensions thereof as previously described, shall

be deemed an approval of such submissions unless the thirtieth (30th) business day shall fall on a weekend or national holiday. In such case, written approval or denial shall be given by the Board or ARC to the Owner or Builder on the next regular business day. The Board or ARC shall be the sole arbiter of all improvements made to any Lot or House and may withhold approval for any reason, including those of a purely aesthetic nature.

(a) **Architectural Review Committee Membership:** The Board may serve as the ARC. If the Board appoints Members other than the Board to serve on the ARC, the ARC shall be composed of no less than three (3) committee members appointed by the Board. The ARC shall recommend approval or disapproval to the Board following review of plans. The Board may disapprove any plans submitted hereunder because of failure to comply with any restrictions contained herein, failure to include any information required herein, objection to exterior design, or such other matters which would render the proposed structure or use thereof inharmonious with the structures located upon other Lots within the Association subdivision.

(b) **Handicap Accessibility:** Notwithstanding any other provisions herein, an Owner of any Lot may, at their expense (unless otherwise required by State or Federal Law), have such reasonable modifications made to the interior and exterior of their Home and Lot and the Common Areas as may be necessary to afford physically handicapped persons full enjoyment of their premises. Any modifications to be undertaken to the exterior of a Home and Lot or the Common Areas shall comply with the guidelines and regulations of the United States Department of Housing and Urban Development for buildings and facilities providing accessibility and usability for physically handicapped people; and shall be undertaken pursuant to a contract, the terms, conditions and specifications of which, shall be approved by the Board. The approved contractor shall provide an adequate performance bond for the benefit of the Association. Notwithstanding the other provisions herein, including those requiring approval of the Members of the Association, the Board is authorized to make reasonable accommodations to all rules, policies, practices or services as may be necessary to afford a handicapped person equal opportunity to use and enjoy his Home and Lot, including the Common Areas.

(c) **Construction/Building Materials:** No lumber, brick, stone, block, concrete, or other building materials, nor any other thing used for building purposes shall be stored on any Lot, except for the purpose of construction on such Lot, and then only for such length of time as is reasonably necessary for the construction of the improvements then in progress. Any person or Builder undertaking any construction on a Lot and the Owner of such Lot, shall be responsible for maintaining the continuing cleanliness of, and repairing any damage to, any curbing, gutter, or street resulting from construction on such Lot or the transfer of equipment or materials to such Lot in support of construction. After written demand by the Association, repairs of all such damages shall be made within fifteen (15) calendar days.

NOW THEREFORE, Paragraph 27 of the Section 1 Declaration, the Section 2 Declaration and Section 3 Declaration hereby deleted in their entirety and replaced with the following:

27. Vehicle Equipment Maintenance and Repair; Vehicle Parking: The assembly or disassembly of motor vehicles or other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any street within the community. Minor repairs and maintenance of vehicles is permitted in driveways and in garages, provided all materials, equipment, parts, and supplies are cleaned up daily and vehicles appear in a fully assembled and operational condition. Vehicles in driveways may not be left overnight on jacks, jack-stands, or blocks. Major repair and restoration of vehicles may only be performed inside a garage or behind a privacy fence.

(a) Only Class 1 and Class 2 (Light Duty) vehicles may be parked in the front of homes, in driveways. Class 3 (Medium Duty) vehicles (pickup trucks and passenger vans) may only be parked in a driveway when approved by the Board. Class 4 and greater vehicles shall not be parked within the boundaries of a lot or on the street. Trailers (motorcycle, utility, cargo, boat, travel) shall not be parked in front of a home. Trailers may be parked on the side or behind the home, on an improved surface. This provision shall not apply to a Builder during construction upon any Lot and shall not apply to any government owned or first responder vehicles. All vehicle classifications referred to herein shall be the same classifications as defined by Figure 4-1 of the U.S. Federal Highway Administration's Category Scheme for Vehicle Classifications.

(b) Parking on any city street for a period of time longer than seventy-two (72) hours is prohibited.

(c) Parking within fifteen (15) feet of a fire hydrant is prohibited.

(d) Parking facing the opposite direction of the flow of traffic in the lane of a street is prohibited.

(e) Blocking or obstructing traffic in any location is prohibited.

(f) The Board may adopt a reasonable written enforcement policy for violations of this part which must include written notice requirements to violators and may additionally include fines, towing and expense reimbursement provisions. Neither the Association nor the Board, their agents or contractors shall be liable to any vehicle owner for trespass, conversion, theft or other related cause of action whose vehicle has been towed due to a violation of this Paragraph 27. The Board will follow the city of Clarksville parking commission restrictions.

(g) The Association shall be considered a third-party beneficiary of all leases and sub-leases **for the limited purpose of enforcing violations of parking restrictions within this Paragraph 27 of the Section 1 Declaration, the Section 2 Declaration and Section 3 Declaration,** in the event the Owner fails or refuses to do so after reasonable written notice of such violations have be sent to the Owner at the last physical address or email address provided to the Association by such Owner.

(h) Continuing Violations. Any vehicle that is in violation of this Paragraph 27 which is removed and subsequently returned within ten (10) calendar days from the date of such removal, shall be considered a continuation of the previous violation and may, at the Board's discretion, be towed, booted or the vehicle owner fined. All costs including attorney's fees incurred by the Association shall be a charge on the land and a continuing lien against the Lot owned by the vehicle owner. All costs including attorney's fees incurred by the Association shall also be the personal obligation of the vehicle owner.

NOW THEREFORE, Paragraph 30 of the Section 1 Declaration, the Section 2 Declaration and Section 3 Declaration are hereby deleted in their entirety and replaced with the following:

30. **Exterior Lighting:** Any exterior lighting, security or otherwise, which is not attached to a residence must be approved by the ARC in writing prior to installation. No Lot Owner shall build a security lamp or light on his Lot exceeding eight (8) feet in height.

NOW THEREFORE, Paragraph 31 of the Section 1 Declaration, the Section 2 Declaration and Section 3 Declaration are hereby deleted in their entirety and replaced with the following:

31. **Swimming pools:** Swimming pools shall be built in accordance with the ordinances of the Montgomery County Municipal-Regional Planning Commission zoning regulations and Clarksville, Tennessee Building Code and shall require written approval by the ARC prior to installation in accordance with Paragraph 16 herein. Above-ground swimming pools shall be permitted, provided they are constructed behind Homes, and the back yard is enclosed by a minimum six-foot (6 ft.) privacy fence.

NOW THEREFORE, the Section 1 Declaration, the Section 2 Declaration and Section 3 Declaration are hereby amended by adding the following **new Paragraph 34** thereto as follows:

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

NOW THEREFORE, the Section 1 Declaration, the Section 2 Declaration and Section 3 Declaration are hereby amended by adding the following new **Paragraph 35** thereto as follows:

35. **Home Offices:** Houses, Homes, and the property shall be used only for residential, recreational, and related purposes. Owners and occupants may use their residence (not in violation of municipal zoning laws) as an ancillary or secondary facility to an office established elsewhere. Nothing in this Declaration shall prohibit a Lot Owner from: (a) maintaining his personal professional library; (b) keeping his personal business or professional records or accounts; (c) handling his personal business or professional telephone calls or correspondence; or, (d) maintaining a home office for the operation of the Lot Owner or occupant's livelihood for such businesses that do not require customer or client visits within the Holly Point subdivision or the delivery of merchandise or inventory related to such business. Such uses are expressly declared customarily incident to the principal residential use and not in violation of said restrictions.

NOW THEREFORE, the Section 1 Declaration, the Section 2 Declaration and Section 3 Declaration are hereby amended by adding the following new **Paragraph 36** thereto as follows:

36. **Storm Water Drainage System:** Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas.

NOW THEREFORE, the Section 1 Declaration, the Section 2 Declaration and Section 3 Declaration are hereby amended by adding the following new **Paragraph 37** thereto as follows:

37. **Rules and Regulations:** The Association, acting through its Board of Directors, shall have authority to make and to enforce reasonable rules and regulations and/or use restrictions, standards and restrictions governing the use of the property and Lots in addition to those contained herein, and to impose reasonable fines and enforcement policies for violations of such rules and regulations.

(a) **Fine policy:** Such rules and regulations shall include procedures for issuing notices and reasonable fines against Owners in violation. Fines assessed by the Association in the enforcement of the Section 1 Declaration, the Section 2 Declaration, the By-Laws or rules and regulations, together with the costs and reasonable attorneys' fees for the enforcement thereof, shall be a charge on the land and shall be a continuing lien upon the Home and Lot against which each such fine is levied; and such fines, together with costs and reasonable attorneys' fees for the enforcement thereof, shall be the personal obligation of the person who was the Owner of such Home at the time the fine(s) were levied.

NOW THEREFORE, the Section 1 Declaration, the Section 2 Declaration and Section 3 Declaration are hereby amended by adding the following new **Paragraph 38** thereto as follows:

38. Occupants Bound: All provisions of the Declaration, By-Laws and of any rules and regulations or use restrictions promulgated pursuant thereto, that govern the conduct of Owners and that provide for sanctions against Owners, shall also apply to all occupants, tenants, guests and invitees of any Owner. Every Owner shall cause all occupants of his or her Lot to comply with the Declarations, By-Laws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto. The Association shall be considered a third-party beneficiary of all leases and sub-leases for the **limited purpose of** enforcing violations of the Section 1 Declaration and of the Section 2 Declaration in the event the Owner fails or refuses to do so after reasonable written notice of such violations have been sent to the Owner at the last physical address or email address provided to the Association by such Owner.

NOW THEREFORE, the Section 1 Declaration, the Section 2 Declaration and Section 3 Declaration are hereby amended by adding the following new **Paragraph 39** thereto as follows:

39. Lien Against Foreclosure Proceeds: Upon the foreclosure of a first mortgage or deed of trust, the foreclosure and the sale shall be subject to the Association's lien, and the Association shall be entitled to proceeds from the foreclosure sale to satisfy the lien for common expenses and assessments which would have become due in the absence of acceleration during the six (6) months immediately preceding institution of such foreclosure, but not exceeding one percent (1%) of the maximum principal indebtedness of the lien secured by the first mortgage or deed of trust.

NOW THEREFORE, the Section 1 Declaration, the Section 2 Declaration and Section 3 Declaration are hereby amended by adding the following new **Paragraph 40** thereto as follows:

40. Definitions:

(a) "**Association**" shall mean and refer to Holly Point Association.

(b) "**By-Laws**" shall mean the By-Laws of Holly Point, Section 1 ("By-Laws") of record in Volume 1033, Pages 372-378, Register's Office for Montgomery County, Tennessee, and By-Laws of Holly Point, Section 2 ("Section 2 By-Laws"), of record in Volume 1113, Pages 2577-2578, said Register's Office. All provisions contained in the body of this Declaration dealing with the administration and maintenance of the properties shall, be deemed to be part of the By-Laws.

(c) **“Common Area”** shall have the same meaning as such term is defined in the By-Laws.

(d) **“House or Home”** shall mean any improvement constructed upon any Lot as defined herein, for the purpose of providing residential housing to Lot Owners or other occupants thereof.

(e) **“Lot” (or “lot”)** shall have the same meaning as such term is defined in the By-Laws.

(f) **“Member”** shall have the same meaning as such term is defined in the By-Laws.

(g) **“Owner”** (also referred to herein as “Lot Owner” or “owner”) shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(h) **“Community-Wide Standard”** shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the properties. Such standard may be more specifically determined by the Board of Directors and the Architectural Review Committee.

This Amendment shall take effect and be applied prospectively as of the date that it is recorded in the Register’s Office for Montgomery County, Tennessee.

Only the changes and amendments made by this Amendment to the Deed of Dedication and Restrictions for Holly Point, Section 1, the Deed of Dedication and Restrictions for Holly Point, Section 2, and the Deed of Dedication and Restrictions for Holly Point, Section 3 shall be changed. All other terms, conditions, restrictions and provisions of the respective Declarations and previous amendments thereto, shall survive and continue to remain in full force and effect.

[Signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this instrument as of this the 24 of September, 2021.

**HOLLY POINT
HOMEOWNERS ASSOCIATION**

Nan Bishop

By:
Its: President

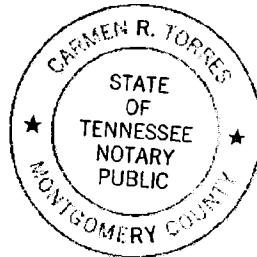
**STATE OF TENNESSEE)
COUNTY OF MONTGOMERY)**

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

Witness my hand and official seal at Clarksville Montgomery County, Tennessee, this 24 day of September, 2021.

Carmen R. Torres
Notary Public

My Commission Expires:
Jan 16, 2024



**AFFIDAVIT OF SIGNATURES FOR AMENDMENT
BY
SECRETARY OF HOLLY POINT HOMEOWNERS ASSOCIATION**

The undersigned, William J. Glorioso, Secretary of Holly Point Homeowners Association, certifies and affirms that in accordance with Paragraph 29 of the Section 1 Declaration, Paragraph 29 of the Section 2 Declaration, and Paragraph 29 of the Section 3 Declaration each may be amended by an instrument executed by the Owners of at least fifty-one percent (51%) of the lots, and that not less than fifty-one percent (51%) of the Owners of Section 1, Section 2 and Section 3 are attached to this Amendment and as such, this Amendment shall be adopted.

HOLLY PONT
HOMEOWNER'S ASSOCIATION

William J. Glorioso
By:
Its: Secretary

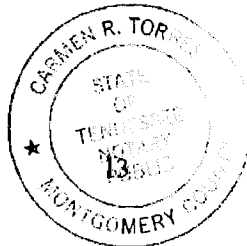
STATE OF TENNESSEE)
COUNTY OF MONTGOMERY)

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

Witness my hand and official seal at Clarksville, Montgomery County, Tennessee, this 24 day of September, 2021.

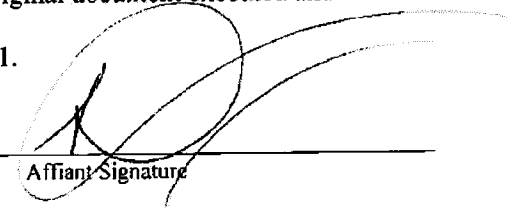
C. R. Torner
Notary Public

My Commission Expire
Jan 16, 2021



Tennessee Certification of Electronic Document

I, Scott D. Weiss, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on September 30, 2021.



Affiant Signature

9-30-21

Date

State of TENNESSEE

County of DAVIDSON

Sworn to and subscribed before me this 30th day of September, 2021.



Notary's Signature

MY COMMISSION EXPIRES: 05/05/2025

NOTARY'S SEAL



Connie E. Gunnett, Register
Montgomery County Tennessee
Rec #: 541968 Instrument #: 1358607
Rec'd: 15.00 Recorded
State: 0.00 1/12/2022 at 2:01 PM
Clerk: 0.00 in Volume
Other: 2.00 2177
Total: 17.00

Pages 1320-1322

TO RECORDER:
LIST IN DIRECT INDEX UNDER
Holly Point Homeowners Association
TO
Holly Point Homeowners Association

Prepared by Ortale Kelley Law Firm
330 Commerce St., Ste. 110
Nashville, TN 37201

SCRIVENER'S AFFIDAVIT

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Scott D. Weiss, Attorney at Law, a resident of Davidson County, Tennessee, and of lawful age, hereinafter referred to as "Affiant," being first duly sworn according to law, deposes and states as follows:

1. That Affiant, as attorney of Ortale Kelley Law Firm, prepared the Amendment to the Deed of Dedication and Restrictions for Holly Point, Section 1, Holly Point, Section 2 and Holly Point, Section 3 (the "Amendment"), said Amendment being recorded in Volume 2143, Pages 333-392, Register's Office for Montgomery County, Tennessee.
2. That through inadvertence and mistake, part (a) of Paragraph 27 on Page 7 of the Amendment, did not include the approved verbiage, but rather, included verbiage from a previous unapproved draft of the said part (a) of the Amendment.
3. The Affiant makes this Affidavit for the purpose of correcting the verbiage of part (a) of Paragraph 27 on Page 7 of the Amendment to the properly approved verbiage as follows:

(a) Only Class 1, Class 2 (Light Duty) and Class 3 (Medium Duty) vehicles may be parked in the front of homes in driveways. Class 4 and greater vehicles shall not be parked within the boundaries of a Lot or on the street (homeowners with Class 5 dually pick-up trucks may request a variance in writing from the Board). Trailers (motorcycle, utility, cargo, boat or travel) shall not be parked in front of a Home. Trailers may be parked on the side or behind the Home on an approved surface. This provision shall not apply to a Builder during construction upon any Lot and shall not apply to any government owned vehicle. All vehicle classifications referred to herein shall be the same classifications as defined by Figure 4-1 of the U.S. Federal Highway Administration's Category Scheme for Vehicle Classifications.

4. The corrected verbiage recited herein shall relate-back to the date of recording of the Amendment which is September 30, 2021.

AFFIANT

[Signature]
SCOTT D. WEISS, Attorney at Law

Sworn to and subscribed before me this 14th day of December, 2021.

My Commission Expires: 05/05/25

[Signature]
Notary Public



[Signature]
SCOTT D. WEISS, Attorney at Law

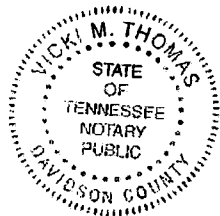
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named SCOTT D. WEISS, Attorney at Law, the bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Brentwood, Tennessee, this 14th day of December, 2021.

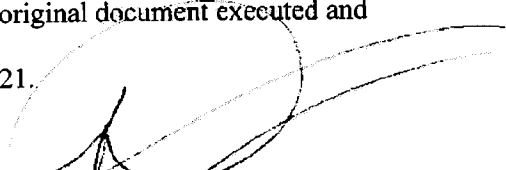
My Commission Expires: 05/05/25

[Signature]
Notary Public



Tennessee Certification of Electronic Document

I, Scott D. Weiss, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on December 14, 2021.



Affiant Signature

12-14-21

Date

State of TENNESSEE

County of DAVIDSON

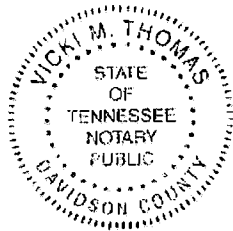
Sworn to and subscribed before me this 14th day of December, 2021.



Notary's Signature

MY COMMISSION EXPIRES: 05/05/2025

NOTARY'S SEAL



THIS INSTRUMENT PREPARED BY:
SCOTT D. WEISS, ESQ., CCAL
Ortale Kelley Law Firm
CMT Building
330 Commerce Street, Suite 110
Nashville, Tennessee 37201
(Prepared from information provided
by and at the direction of the Holly Point
Homeowners Association)

Connie E. Gunnett, Register
Montgomery County Tennessee
Rec #: 541316 Instrument #: 1357729
Rec'd: 25.00 Recorded
State: 0.00 1/10/2022 at 8:11 AM
Clerk: 0.00 in Volume
Other: 2.00 2175
Total: 27.00
Pages 2337-2341

**HOLLY POINT, SECTION 1, HOLLY POINT, SECTION 2 AND
HOLLY POINT, SECTION 3**

HOMEOWNERS ASSOCIATIONS

**RULES & REGULATIONS
AND GENERAL FINE POLICY**

Adopted December 2021

Fine Policy

This Fine Policy is adopted by the Board of Directors (“Board” or “Directors”) of Holly Point Homeowners Association (“Holly Point” or “Association”) to provide a fair, equitable and consistent policy and application of due process for the enforcement of existing and future Rules and Regulations which may be adopted by the Board from time to time; and, to the extent enforcement provisions do not already exist, for the enforcement of the Deed of Dedication and Restrictions for Holly Point, Section 1, Holly Point, Section 2 and Holly Point, Section 3 (“Declaration”) and the By-Laws of Holly Point Section 1, the By-Laws of Holly Point Section 2 and the By-Laws of Holly Point, Section 3 (“By-Laws”) and any and all amendments thereto.

It is the intent of the Board of Directors that this Fine Policy shall terminate, override and supersede any and all existing fine policies which may have been adopted by any previous Board.

All complaints regarding non-compliance with Rules and Regulations, the Declaration and/or By-Laws, shall be signed and submitted in writing to the Association management company. **In addition to the provisions below, the Board may, at its discretion, suspend voting rights and use of all Association amenities for so long as any non-compliance may continue.**

General: Except as otherwise noted in Rules and Regulations, the Declaration and/or By-Laws, violation of Rules and Regulations, the Declaration and/or By-Laws shall be enforced as follows:

- a. First Written Notice: Owner and tenant/occupant (if applicable) will be mailed a written notice detailing the violation, action(s) which must be taken to resolve the infraction and that resolution of the violation shall be achieved within ten (10) calendar days of the date written on the first written notice.
- b. Second Written Notice: If the violation continues after the first written notice, the Owner and tenant/occupant (if applicable) will be mailed a second written notice detailing the violation, action(s) which must be taken to resolve the infraction, that a fine of \$100.00 has been levied against their account and that resolution of the violation shall be achieved within ten (10) calendar days of the date written on the second written notice.

- c. Third Written Notice: If the violation continues after the second written notice, the Owner and tenant/occupant (if applicable) will be mailed a third written notice detailing the violation, action(s) which must be taken to resolve the infraction; that a fine of \$200.00 has been levied against their account; that resolution of the violation shall be achieved within ten (10) calendar days of the date written on the third written notice; and, informing the Owner and tenant/occupant (if applicable) that should the violation continue past such ten (10) calendar days, the violation will be referred to the Association attorney for enforcement.


- d. Referral to Attorney: The Board of Directors will contact the Association attorney after mailing the third written notice for counsel as to the most effective means of terminating the violation. All fines authorized by this Fine Policy plus all costs and reasonable attorney's fees shall be a charge on the land and a continuing lien against the Lot and all improvements located thereon, owned by the Lot Owner or occupied by the occupant thereof, and all such fines, costs and reasonable attorney's fees shall be the personal obligation of the Lot Owner and/or tenant or occupant of the Lot against which such fines, costs and reasonable attorney's fees have been secured.

Continuing Violations

Any violation which is resolved but reoccurs at any time within or after thirty (30) calendar days from the date of resolution, shall be considered a continuation of the previous violation and will be enforced in accordance with the relevant next part of this Fine Policy.

Adopted this 29th day of December, 2021, by the undersigned, David A. Bishop, President of the Holly Point Homeowners Association, who acknowledges and affirms that a meeting of the Board of Directors was held on 8 Dec, 2021 where a quorum of Directors were present and a motion was made, seconded and passed to adopt these Rules and Regulations and Fine Policy.

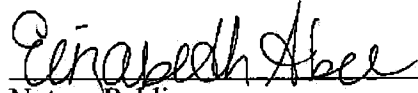
HOLLY POINT
HOMEOWNERS ASSOCIATION


By: David A. Bishop
Its: President

STATE OF TENNESSEE)
COUNTY OF MONTGOMERY)

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

29 Witness my hand and official seal at Clarksville, Montgomery County, Tennessee, this day of December, 2021.



Notary Public

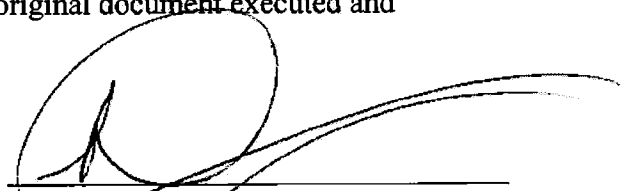
My Commission Expires:

July 12, 2022



Tennessee Certification of Electronic Document

I, Scott D. Weiss, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on January 6, 2022.



Affiant Signature

1-6-22

Date

State of TENNESSEE

County of DAVIDSON

Sworn to and subscribed before me this 6th day of January, 2022.



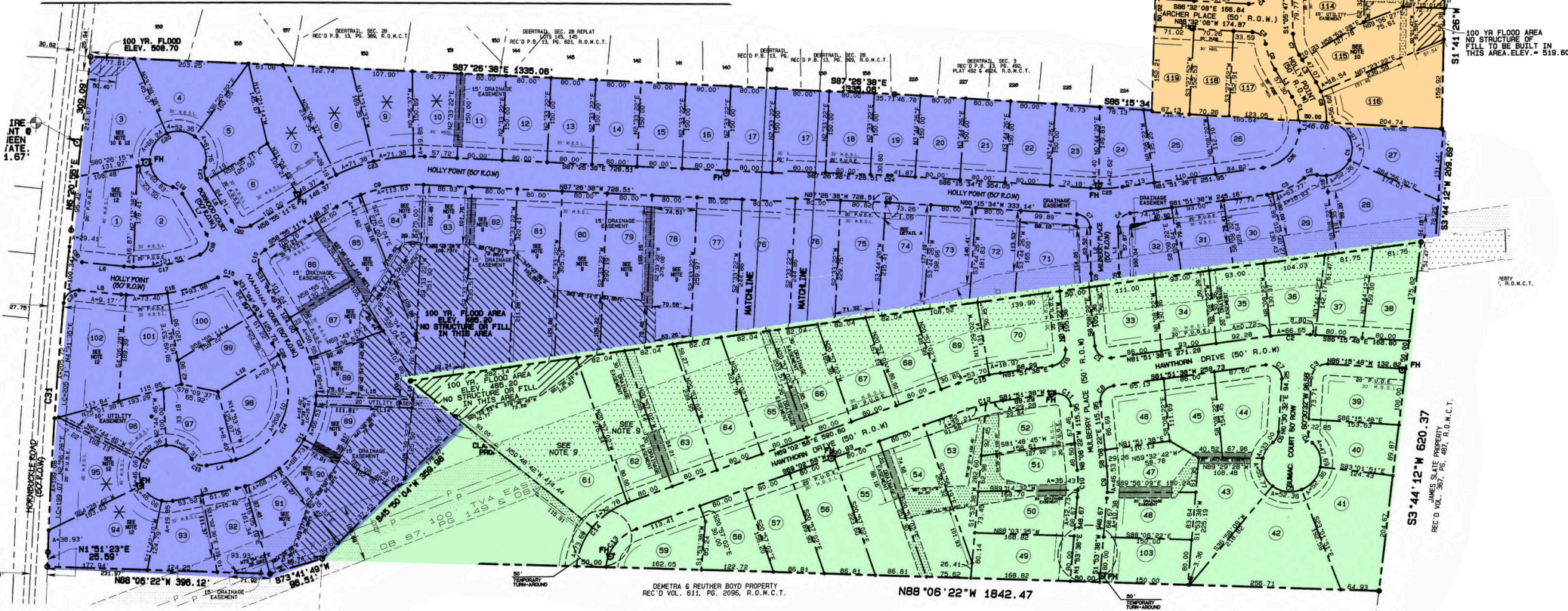
Notary's Signature

MY COMMISSION EXPIRES: 05/05/2025

NOTARY'S SEAL



HOLLY POINT SECTIONS 1-3



- Section 1
- Section 2
- Section 3

