

THIS INSTRUMENT PREPARED BY:
METROPOLITAN DEPARTMENT OF LAW
108 METROPOLITAN COURTHOUSE
NASHVILLE, TENNESSEE 37201

DECLARATION OF RESTRICTIONS AND COVENANTS

FOR

LONG TERM MAINTENANCE OF STREET TREES FOR TREE DENSITY CREDIT

Being on the Property conveyed to _____, the deed for which is of record in Instrument No. _____, R.O.D.C., Tennessee.

_____ (individually or collectively, the "Declarant"), the owner of the real property described in Exhibit A attached hereto and incorporated herein by reference (the "Property"), does hereby covenant, agree and declare as follows:

1. Declarant is lawfully seized of the Property and possessed of said land in fee simple and has good right to make the following declarations and covenants.
2. Declarant has submitted a proposed landscape plan (the "Plan") depicting the location of street trees chosen from the Urban Forestry Recommended and Prohibited Tree and Shrub List for the purpose of obtaining a tree density credit, accepted by the Metropolitan Government of Nashville & Davidson County (Metro) a copy of which is attached hereto as "Exhibit A", and shall thereafter provide for an adequate long term maintenance and continuation of street trees depicted on the plan.
3. Declarant agrees to maintain the street trees in accordance with American National Standards Institute (ANSI) Standard for Tree Care Operations A300, Public Works, and Americans with Disabilities Act (ADA) requirements.
4. Declarant shall not remove healthy trees without receiving prior permission from Public Works and obtaining a tree removal permit from the Urban Forester at Codes.
5. Declarant shall remove and replace diseased or damaged trees. The replacement tree species and size shall be approved by Public Works or the Urban Forester.
6. Declarant further agrees to defend, indemnify and hold Metro harmless from and against any and all liability, loss, claim, suit, damage, charge or expense by which Declarant may suffer, sustain, incur or in any way be subjected to, and for any damage to or loss of or destruction of any property whatsoever, including Declarant's Property, arising out of, resulting from, or in any way connected with the street trees or the replacement, presence, existence or removal of the street trees.
7. If, upon inspection, Metro determines that Declarant has failed to properly maintain or replace the street trees in accordance with the Plan, the Declarant acknowledges that Metro will in that

event have the authority to order Declarant to perform such maintenance or replacement of street trees within (30) thirty days or if in the case of diseased or damaged trees, upon a time required by Metro. In the event the maintenance and/or replacement is not performed within the specified time, Declarant shall allow Metro to take all reasonable steps to maintain and/or replace the street trees. Declarant acknowledges and understands that Metro is under no duty or obligation to maintain, replace or remove the street trees. Declarant further agrees to reimburse Metro in full and upon demand for all costs incurred by Metro in the maintenance or replacement of the street trees and that it shall be liable to Metro for the reasonable costs of collection, including without limitation court costs and attorney fees. Declarant further agrees that Metro is not responsible for any damage to Declarant's tree grate incurred during the maintenance, removal, or replacement of a street tree by Metro.

8. Declarant shall reimburse Metro in full upon demand in the amount of any judgment rendered against Metro due to Declarant's failure to perform the obligations created by this instrument.
9. Declarant shall record this Declaration in the office of the Register of Deeds and provide a copy to the Urban Forester in the Department of Codes.

The foregoing restrictions and covenants shall run with the land and shall be binding on Declarant and all subsequent owners of the Property (or any portion thereof) and shall inure to the benefit of and be enforceable by the Metropolitan Government of Nashville & Davidson County (Metro), its successors and assigns (although Metro's failure to exercise its enforcement rights in any particular situation shall not be deemed a waiver of them). Declarant, for itself and its successors in interest, further covenants to warrant and forever defend Metro's enforcement rights regarding the foregoing restrictions and covenants against the adverse claims of all persons. Any plat recorded at or after the date of the filing of this Declaration shall reference the instrument number where this Declaration and its attachments are recorded and contain a note that the Declarant is responsible for maintaining the trees.

WITNESS my/our hand(s), this ___ day of _____, 20__.

Declarant

Declarant

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, _____, a Notary Public of the State and County

aforesaid, personally appeared _____

with whom I am personally acquainted, and who, upon oath, acknowledged _____

to be _____

the within named bargainer(s), _____ and that _____, as

such _____

being authorized to do so, executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal this _____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____