

**AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS FOR HOLLY BEND PRESERVE**

THIS AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR HOLLY BEND PRESERVE (the "Declaration") is executed and effective this 18 day of June, 2018, by HOLLY BEND PRESERVE, LLC, a Delaware limited liability company (the "Developer");

WITNESSETH:

WHEREAS, Developer is the owner of certain real estate located in the 4th Civil District of Pickett County, Tennessee as all of the developed lots, common areas and that certain area containing 34.15 acres reserved for Phase II, as shown on the final Plat for Holly Bend Preserve, a planned community, of record in Plat Book 3, page 124 in the Register's Office for Pickett County, Tennessee (the "Plat") (said real estate being referred to herein as the "Development") except for Lot Numbers 25, 27, 35, 36, 42, 43, 48 and 56 as shown on said Plat;

WHEREAS, Developer is the owner and holder of more than two-thirds (2/3) of the lots in the Development and has the unilateral right to modify, amend or revoke the existing Declaration of Covenants of record in Book 121, Page 322 as amended in Book 139, Page 530, Register's Office for Pickett County, Tennessee;

WHEREAS, Developer desires to provide for the protection and preservation of the values, desirability and character of the Development;

WHEREAS, Developer desires to provide a system of administration, operation and maintenance of the common and easement areas of the Development;

WHEREAS, Developer further desires to establish for the mutual benefit, interest and advantage of Developer and each and every person or other entity hereafter acquiring title to any portion of the Development, certain rights, easements, privileges, obligations, restrictions, covenants, liens, assessments and regulations governing the use and occupancy of the Development and the maintenance, protection and administration of the easements therein, all of which are declared to be in furtherance of a plan to promote and protect the operative aspects of residency or occupancy in the Development and on all portions thereof, and are intended to be covenants running with the land which shall be binding on all parties having or acquiring in the future any right, title or interest in and to all or any portion of the Development, and which shall inure to the benefit of each present and future owner thereof;

NOW, THEREFORE, Developer, as legal title holder of more than two-thirds (2/3) of the lots in the Development and all of the property held for development as Phase II of Holly Bend Preserve and for the purposes set forth above, declares as follows:

ARTICLE I. DEFINITIONS

The following words when used in this Declaration or any supplemental declaration hereto shall have the following meanings:

1. "Annual Assessments" shall mean and refer to the assessments described in Article IV, Section 1.

2. "Architect" shall mean the architect engaged by the Committee to review Plans pursuant to Article V hereof.

3. "Association" shall mean and refer to Holly Bend Preserve Homeowners' Association, Inc., a not-for-profit corporation to be organized and existing under the laws of the State of Tennessee, its successors and assigns.

4. "Board" shall mean and refer to the Board of Directors of the Association.

5. "By-Laws" shall mean and refer to the By-Laws of the Association.

6. "Committee" shall mean the Architectural Review Committee established pursuant to Article V hereof.

7. "Common Elements and Easements" means and refers to those portions of the land described in Exhibit A that are either: (a) not a part of any Lot in the development; (b) The Lot upon which the Club House is situated as shown on the Plat; or (c) otherwise designated on the Plat as encumbered by an easement for utilities, drainage, pedestrian and/or vehicular traffic.

8. "Declaration" shall mean and refer to this Declaration of Protective Covenants, Conditions and Restrictions applicable to the Development and recorded in the Office of the Register of Deeds for Pickett County, Tennessee.

9. "Developer" shall mean and refer to Holly Bend Preserve, LLC, together with their designated successors and assigns.

10. "Development" shall mean and refer to the property described on Exhibit A attached hereto and made a part hereof.

11. "Detention Easement" shall mean and refer to the Detention Easement within the Development as shown on the Plat that includes a detention area. The Association shall be responsible for any improvement or maintenance of the Detention Easement that shall be required to enable it to serve its intended purpose, subject to the conditions, restrictions and limitations imposed by this Declaration.

12. "Easements" shall mean and refer to the Landscape Easement, the Detention Easement, and all public utilities and other easements as shown on the Plat.

13. "Impositions" shall mean and refer to any Annual Assessments and Special Assessments, or any other charges by the Association against one or more Sites owned by an Owner together with reasonable attorneys' fees and costs incurred in the enforcement thereof, and shall additionally include, to the extent authorized by the provisions hereof, interest thereon.

14. "Improvement" shall mean any building, building addition, outbuilding, garage, detached structure, landscaping, swimming pool, recreational facility, driveway, parking area,

walkway, wall, fence, or utility service, or such other improvement or structure constructed or located upon all or any portion of the Development. It is intended that this definition of "Improvement" be broad in scope and is intended to encompass any man-made alteration of the condition of a Site.

15. "Landscape Easement" shall mean and refer to the Landscape Easement as shown on the Plat within which the Association shall have the right to create and maintain entrance monuments, decorative landscaping, irrigation systems, and lighting systems for the Development. The Landscape Easement shall be improved and maintained by the Association subject to the conditions, restrictions and limitations imposed by this Declaration.

16. "Majority of Owners" shall mean and refer to the holders of more than fifty percent (50%) of the total Votes of the Members.

17. "Member" shall mean and refer to any person or persons who shall be an Owner, and as such, shall be a Member of the Association.

18. "Mortgagee" shall mean and refer to any holder of a first priority deed of trust encumbering one or more Sites.

19. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee interest in any Site within the Development, excluding however those parties holding such interest merely as security for the performance of an obligation.

20. "Period of Developer Control" means the period commencing upon the date hereof and ending on the later of the following dates: (a) five (5) years after the first conveyance of a Site to a purchaser other than the Developer (or such earlier date as the Developer may elect by notice to all Owners), or (ii) when three-fourths (3/4) of the Sites in the Development have been conveyed to purchasers other than the Developer.

1. "Plat" shall mean and refer to the final record Plat of Holly Bend Preserve, a planned community, of record in Plat Book 3, page 124 in the Register's Office for Pickett County, Tennessee, as the same may be amended or supplemented from time to time.

2. "Person" shall mean and refer to a natural person, as well as a corporation, partnership, firm, association, trust or other legal entity. The use of the masculine pronoun shall include the neuter and feminine, and use of the singular shall include the plural where the context so requires.

3. "Plans" shall mean the detailed plans prepared for construction of any Improvement, which shall comply with the provisions of Article IV, Section 4 hereof.

4. "Site" shall mean and refer to any plot of land within the Development permitted to be used for single-family residential purposes and designated on the Plat as a building Lot.

5. "Special Assessments" shall mean additional assessments of Owners made from time to time by the Board pursuant to Article IV, Section 3.

6. "Vote" shall mean the vote in the affairs of the Association to which each Member is entitled.

ARTICLE II. PROPERTIES SUBJECT TO THIS DECLARATION

1. Property Subject to Declaration. The property that is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Pickett County, Tennessee, and is more particularly described on Exhibit "A" and shown on the recorded Plat. The Sites and Easements are made subject to this Declaration. The Developer, as the legal title holder in fee of the Development, hereby submits and subjects the Development to the provisions of this Declaration. The covenants and restrictions contained herein constitute covenants running with the land and shall be binding upon and shall inure to the benefit of all parties now owning or hereafter having or acquiring any right, title or interest in any Sites or any portion of the Development. Every Person hereafter acquiring a Site or any portion of the Development, by acceptance of a deed thereto, shall accept such interest subject to the terms and conditions of this Declaration, and by acceptance of the same shall be deemed to have consented to and be bound by the terms, conditions and covenants of this Declaration.

2. Acceptance of Development. By the acceptance of a deed to a Site, any purchaser of a Site shall be deemed to have accepted and approved the entire plans for the Development, and all improvements constructed by that date, including, without limitation, the utilities, drains, roads, landscaping, fences, entrance, decorative masonry, or landscaping, and all other improvements as designated on the Plat. Such purchaser agrees that improvements constructed after the date of purchase consistently with such plans and of the same quality as the then existing improvements shall be accepted.

ARTICLE III. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

1. Members. Every Owner shall be a Member of the Association. Membership in the Association is appurtenant to and may not be separated from ownership of any Site.

2. Voting and Voting Rights. The voting rights of the Members shall be appurtenant to their ownership of Sites. Each Member shall be entitled to cast a single vote for each Site owned by such Member. When two or more persons hold an interest (other than a leasehold or security interest) in a Site, all such Persons shall be Members, but the Vote attributable to such Site shall be exercised by one of such Persons as proxy and nominee for all such Members. Partial and/or multiple votes attributable to a single Site will not be counted. Furthermore, neither the Developer nor any other person or individual dealing with the Development shall have any duty to inquire as to the authorization of the Member casting the Vote for a Site, but shall be entitled to rely upon the evidence of voting as conclusive evidence of such Member's authority to cast the Vote for such Site. Any Member who is delinquent in the payment of any charges or assessments duly levied by the Association against a Site or Sites owned by such Member shall not be entitled to vote until all such charges, together with reasonable penalties and interest and collection costs thereon as the Board may impose, have been paid to the Association. In addition, The Board may after a hearing at which the general requirements of due process are observed, suspend the right of such Member to use the Common Areas or any other facilities or services that the Association may provide until such delinquency is cured. Such hearing shall be held only after giving such Member ten (10) days prior written notice specifying

the alleged violation and setting the time, place and date of such hearing.

3. Manner of Voting. Except as specifically provided elsewhere herein, the Board shall have the authority to regulate the procedural rules governing the voting of Members, the acceptance of proxies from Members, the validity of voice votes, ballot votes, or other manners of voting, and any regulation of the solicitation of votes or proxies.

4. First Annual Meeting. The first regular annual meeting of the Members for the election of Directors and such other business as shall come before the Members (the "First Meeting") shall be held on a date to be selected by the Board within the first ninety (90) days following the expiration of the Period of Developer Control. Until the First Meeting, the members of the Board shall be appointed by the Developer.

ARTICLE IV. ASSESSMENTS

1. Annual Assessments. The Board shall have the power and authority to levy Annual Assessments against all Sites. Annual Assessments shall be used to provide funds for such purposes as the Board shall determine to be for the benefit of the Development, including, without limitation, the improvement and maintenance of the Easements, payment of taxes, payment of insurance premiums providing liability insurance protecting Owners and Directors, payment of utility bills incurred in respect of the Landscape Easements (including water for sprinkler systems and electricity for decorative lighting), payment of reasonable costs to provide attractive seasonal landscaping of the Landscape Easement, and maintenance of the entrance, repairs, replacements and additions that may be necessary to the Easements, and the cost of labor, equipment, materials, management and supervision thereof. The Board shall have the right, but not the obligation, to use the Annual Assessments to provide supplemental landscaping and maintenance within Sites, and garbage and trash collection and disposal, if needed, to supplement that provided by public authority. The Board shall fix the amount of Annual Assessment each year by preparing an annual budget for the services to be provided by the Association in the coming year, and allocating said amount equally among the Sites.

2. Working Capital Assessment. Upon the closing of any sale of any Site there will be paid from the proceeds of sale to the Association a sum in the amount of the then current Annual Assessment to provide for working capital for the Association. For purposes of clarity, this assessment will be due upon the sale of a Site by the Developer and on each successive sale of such Site thereafter. If not paid from the proceeds of sale at closing, the obligation for payment of this assessment shall be the responsibility of the new Owner within the meaning of paragraph 9 of this Article.

3. Special Assessments. In addition to the Annual Assessments authorized herein, the Board may level a Special Assessment applicable to a particular year; provided that any such Special Assessment must have received the affirmative Votes of not less than fifty percent (50%) of the total Votes within the Association at a meeting of all Members held after not less than five (5) days' prior written notice of the date, time and purpose for said meeting, at which a quorum shall be present. Special Assessments shall be due and payable on the date which is fixed by the resolution authorizing such Special Assessment.

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4. Exempt Property. The Impositions and liens created under this Article shall not apply to Sites owned by the Developer during the Period of Developer Control so long as the Developer has elected to make contributions pursuant to option (a) as set forth in paragraph 5 under this Article IV. All property within the Development that is dedicated to and accepted by a local public authority, that is granted to or used by a utility company, or is designated as part of the Common Areas shall be exempt from such Impositions.

5. Property Owned by Developer. During the Period of Developer Control, the Developer may elect either (a) to make an annual contribution to the Association sufficient to defray the costs of the Association that cannot be funded from Annual Assessments and Landscape Assessments levied on the Sites that have been sold to purchasers other than the Developer (provided, however, the amount of the Annual Assessments on Sites not owned by the Developer may not increase by more than five percent (5%) per year while the Developer's Sites are not subject to assessment) or (b) to have its Sites assessed in the same manner as the Sites that have been sold to purchasers other than the Developer.

6. Payment of Assessments. The Board shall have the power and authority to determine the payment method of all Annual Assessments. Unless provided otherwise by the Board, each Owner shall pay the Annual Assessment on or before the first day of January of the year to which said assessment relates. The Board shall fix the amount of the Annual Assessment and send a notice thereof to each Owner on or before the first of December of the prior year.

7. Commencement. Annual Assessments and Landscape Assessments upon a Site shall commence upon the later of (a) January 1, 2019, or (b) upon the purchase of the Site from Developer. Assessments on Sites that first become subject to assessments during a calendar year shall be prorated on a calendar year basis for the remainder of such calendar year. The Annual Assessment for 2018 shall be \$500.00 per Site.

8. Records of Assessments. The Association shall cause to be maintained in the office of the Association a record of all Sites and Impositions applicable thereto that shall be open to inspection by any Owner. Written notice of any Imposition shall be mailed to every Owner of the Site subject to assessment. The Association shall, upon demand and payment of a reasonable charge, furnish to any Owner a certificate in writing signed by an officer of the Association or by its authorized managing agent setting forth whether the Impositions against such Owner's Site have been paid, and if not, the amount then due and owing. Absent manifest error, such certificate shall be deemed conclusive evidence to third parties as to the status of Impositions against any Site within the Development.

9. Creation of Lien and Personal Obligation of Impositions. In order to secure payment of Impositions as the same become due, there shall arise a continuing lien and charge against each Site, the amount of which shall bear interest at the maximum contract rate allowed by law, together with reasonable attorney's fees and costs to the extent permissible by law. Each such Imposition, together with such interest, attorney's fees and costs shall also be the personal obligation of the person who was the Owner of the Site at the time the Imposition became due, but such personal obligation shall not pass to successors in title unless expressly assumed by them. The lien provided for herein shall be subordinate to the lien of any first deed of trust (sometimes hereinafter called "mortgage") in respect of all Impositions made with respect to such Site having a due date on or after the date such first mortgage is filed for record. The sale or

transfer of any Site shall not affect any Imposition lien; provided, however, the sale or transfer of any Site that is subject to any first mortgage, pursuant to a foreclosure thereof or under power of sale or any proceeding in lieu of foreclosure thereof, shall extinguish the lien as it relates to any such Imposition that is subordinate to such first mortgage, but not the personal obligation of any former title holder; provided, however, the Association shall have a lien upon the proceeds from foreclosure or of sale junior only to the lien of the foreclosed first mortgage. No sale or transfer (including a foreclosure or proceeding in lieu of foreclosure) shall relieve such Site from liability for any Imposition thereafter becoming due or from the lien thereof.

ARTICLE V. ARCHITECTURAL REVIEW COMMITTEE

1. Designation of Committee. The Association shall have an Architectural Review Committee (the "Committee") which shall consist of three (3) members who shall be natural persons. During the Period of Developer Control, the members of the Committee shall be appointed and shall be subject to removal at any time by the Developer. After termination of the Period of Developer Control, the members of the Committee shall be appointed and shall be subject to removal at any time by the Board. The Committee shall designate an individual as its Secretary, and all communications with the Committee shall be conducted through the Secretary. The Committee shall employ an architect (the "Architect") who shall be responsible for technical review of plans for the account of the Committee.

2. Function of Architectural Review Committee. No Improvement shall be erected, constructed, placed, maintained or permitted to remain on any Site until the plans therefor (the "Plans") shall have been submitted to and approved in writing by the Committee, which shall determine in its sole discretion whether or not the proposed Improvement, and all features thereof, is consistent with the Design Guidelines as set forth in Section 3 of this Article V (the "Design Guidelines") and otherwise compatible with other improvements constructed within the Development. The Committee shall be the sole judge and arbiter of such consistency and compatibility. As a prerequisite to consideration for such approval, and prior to beginning of the contemplated work, the Owner shall require to make the submissions required by paragraphs 4, 5 and 6 of this Article V together with a reasonable fee to be charged by the Committee to defray its costs incurred in considering and acting upon any proposed Plans and requiring changes to secure approval. The Committee may refuse approval of any Plans that in its sole judgment are inconsistent with the overall purpose and aesthetic values of the Development or the architectural standards described in the Design Guidelines.

3. Design Guidelines. Structures and improvements to be constructed on Sites are not limited to any particular architectural style, but must be built with brick, stone, split-log, stucco, cedar shake, HardieBoard® or natural wood exteriors to comply with the approved Site Plan and plans and specifications therefor. Unless expressly and specifically approved by the Architectural Review Board, no tents, recreational camping vehicles, tents or modular structures assembled outside of the Development will be permitted in lieu of permanent dwellings with fixed foundations. Vinyl and aluminum siding exteriors are not permitted. The Committee may promulgate Design Guidelines specifying other permissible or prohibited materials for the construction of all Improvements in the Development, and Plans for Improvements must be consistent with such Design Guidelines. In addition, the Plans must be in compliance with the Improvement Restrictions set forth in Article VI, Paragraph 1. Before any house may be occupied, it must be completely finished. The owner of any residence must complete landscaping

of same within six (6) months of assuming occupancy.

4. **Improvement Plans.** Any Owner desiring to construct an Improvement upon any Site shall first have detailed Plans prepared for such Improvement, which shall be prepared by a licensed architect or approved home designer acceptable to the Architect, and shall include, at a minimum, the following:

(a) A plot plan drawn on a scale of one inch equals twenty feet (20'), reflecting the following information:

(i) A survey of the Owner's Site showing the dimensions of the Site and Site area, the location of any utilities crossing the Site, and contours of the land drawn at two foot (2') intervals;

(ii) The relationship of the proposed Improvement to each Site line, to the rear property line and to the front property line;

(iii) Finished floor elevations of the first floor, garage and basement, if any, of all Improvements, together with all exterior color schemes and/or building materials;

(iv) Any detached structures to include barns, running sheds, swimming pools, pool houses, guest houses, other detached structures, walls and/or fences on the site;

(v) A landscaping plan of the entire Site, including all driveways, sidewalks and terraces; and

(vi) Such other information as may be necessary to evidence compliance by the Plans with the Design Guidelines.

(b) Elevation drawings of the front, sides and rear of any new structure included within the Improvements, together with the overall height of any new buildings to be constructed, measured from the average grade at the front elevation.

5. **Preliminary Submission.** In the course of the preparation of his Plans, the Owner shall first submit a Preliminary Site Plan disclosing the proposed location of all Improvements to be placed upon the Site, which shall be reviewed by the Committee and either approved or disapproved by it. If the Preliminary Site Plan is approved by the Committee, the Owner shall proceed with the completion of his Plans. If, on the other hand, the Preliminary Site Plan is disapproved, the Owner shall cause such modifications to be made to the same as shall be necessary to obtain the approval of the Committee. Once the Preliminary Site Plan has been approved by the Committee, it shall be followed by the development of the Owner's Plans for the improvement of the Site. In the alternative, the Owner may submit his Preliminary Site Plan and Plans at one time, in which event, both shall be reviewed by the Architect and the Committee at the same time, under the provisions of Paragraph 6 below.

6. **Submission of Plans.** The Owner shall then submit the Plans for the proposed

Improvement to the Committee, who will refer the same to the Architect. The Architect shall then examine the Plans and determine whether or not they comply with the Design Guidelines. The Architect shall use his best efforts to complete his examination of the Plans within 14 days after the date on which the Plans are referred to him. If he shall determine that the Plans do not comply with the Design Guidelines, the Plans shall be returned to the Owner for revision, without consideration by the Committee. If the Owner shall desire to have the Plans revised to comply with the Design Guidelines, he may do so and resubmit the same to the Committee for review again by the Architect.

Upon the determination by the Architect that the proposed Improvement complies with the Design Guidelines, the Plans shall be referred to the Committee which shall review the same for their architectural and aesthetic approval and for their compatibility with the overall Development and with the community at large. The Committee shall certify its approval or disapproval of the Plans to the Owner within 30 days after the referral of the Plans to it. The Committee may grant or withhold its approval of the Plans in its uncontrolled discretion. The Committee's approval of the Plans for any Improvement shall be effective for a period of one (1) year only, and if construction of the proposed Improvements shall not have commenced within that time period the approval shall no longer be valid.

The Committee may impose a reasonable charge to defray its expenses in the consideration of any submission or resubmission of the Plans for any proposed Improvement.

The Committee may require the Owner to post a bond or make a security deposit of such amount as the Committee may determine in its reasonable discretion, in order to insure Owner's compliance with the Plans. Said bond or deposit shall be refunded to such Owner upon completion of construction and approval thereof pursuant to Section 7 below.

7. Construction of Improvements. If the Committee approves the Plans, the Owner shall construct the Improvement in conformity with the same. Actual construction shall be the responsibility of the Owner and shall commence before the expiration of the Committee's approval of the Plans pursuant to paragraph 6. Upon the completion of construction of the Improvement, however, and prior to occupancy, the Owner shall notify the Committee which shall have the Improvement inspected by the Architect to insure that construction was completed in accordance with the Plans. If construction has not been carried out in accordance with the Plans, or if changes in the Plans have been made without the approval of the Committee, occupancy of the Improvement shall be delayed until the necessary corrections are made or the Plans, as modified, are approved; provided, nevertheless, that if the Owner shall fail to make the necessary corrections, or to have the Plans, as modified, approved within 90 days after the date on which the Owner is notified that the Improvement has not been constructed in accordance with the approved Plans, the Developer during the Period of Developer Control and thereafter the Association, may, at its option, make the necessary corrections, or remove the Improvement in question, at the expense of the Owner. In all events, the residence shall be constructed simultaneously with or prior to the construction of any out buildings or dependencies.

8. Limited Effect of Approval of Plans. The approval by the Committee of an Owner's Plans for the construction of an Improvement upon any Site is not intended to be an approval of the structural stability, integrity or design of a completed Improvement, the safety of

any component therein, or the compliance thereof with Pickett County regulatory requirements but is required solely for the purpose of insuring compliance with the covenants contained herein and further to insure the harmonious and orderly architectural and aesthetic development and improvement of the Sites contained within the Development. Notice is hereby given therefore to any future occupant of any completed Improvement and all invitees, visitors and other persons who may from time to time enter or go on or about such completed Improvement, that no permission or approval granted by the Committee, the Developer or the Association with respect to the construction of an Improvement pursuant to this Declaration shall constitute or be construed as an approval of the structural stability of any building, structure or other improvement or the compliance of such improvement with Pickett County regulatory requirements, and no liability shall accrue to the Developer, the Committee or to the Association in the event that any such construction shall subsequently prove to be defective or not in compliance with such requirements.

9. Regulatory Approvals. Preliminary to constructing any Improvement an Owner shall obtain all necessary public permits and approvals required by any governmental authority exercising appropriate jurisdiction over the Development or any particular Site, as the case may be.

10. Approval of Contractors. In order to minimize confusion and the complications which may result from the construction of a number of Improvements upon different Sites within the Development at the same time and in order to insure the maintenance of a high quality of construction, no construction shall be commenced upon a Site until the Developer has given written approval of the Owner's contractor; provided, however, no liability shall accrue to the Developer on account of such approval.

ARTICLE VI. IMPROVEMENT, SETBACK, AND USE RESTRICTIONS

1. Improvement Restrictions. In addition to the requirements of Article V above concerning compliance with the architectural review authority of the Committee, compliance with the General Notes on the Plat and compliance with all other applicable laws, ordinances, and regulations of governmental agencies, the following restrictions apply to Improvements:

(a) Combination of Sites. If one or more contiguous Sites are owned by the same Owner, they may be combined upon the consent of the Developer during the period of Developer Control and the Association thereafter for the purpose of placing approved Improvements thereon, but they shall retain their status as individual Sites for purposes of voting and Impositions. Individual Sites may not be re-subdivided to create a smaller area than originally deeded to an Owner and/or as shown on the Plat.

(b) Setback Lines. Minimum setback requirements on the Plat shall be observed, but are not intended to create uniformity of appearance, but rather to avoid overcrowding and monotony. Therefore, to the extent possible, it is intended that the setbacks of Improvements be staggered and be used to preserve trees and assure vistas of open areas. The Committee reserves the right to approve the location of each residence upon the Site within the setback lines and/or building areas established by the Plat, in such manner as it shall deem, in its sole discretion, to be in the best interest of the Development and in furtherance of the goals set forth herein.

(c) Grading. No Owner shall excavate earth from any of the Sites for any business or commercial purpose, and no elevation changes will be permitted which could materially affect the surface grade of the Site without the consent of the Committee, which must also approve the nature of the earthwork and the manner and methods of installation.

(d) Floor Area of Residence. The total floor area of the main residential structure upon each Site, exclusive of open porches, patios, breezeways, and attached garages shall contain a minimum of 1,500 square feet of enclosed interior space appropriately heated and cooled, except for Lots 68 through 74 for which the minimum enclosed interior space shall be 1,000 square feet and may include "daylight" basements.

(e) Other Structures. No detached garages, carports, pool houses, guest houses, or other outbuildings may face the street in front of a residence or be visible from the street without the prior approval of the Committee.

(f) Tennis and Sports Courts. Tennis and sports courts for the use of Owners and their guests may be constructed on Sites so long as (i) landscaping screens the court from view from any street within the Development and from view from adjoining Sites or Common Areas, and (ii) the Committee has approved the location, fencing and wall materials and design.

(g) Swimming Pools, Therapy Pools and Spas. Swimming pools, therapy pools and spas for the use of Owners and their guests may be constructed on Sites so long as (i) they are below ground level and of a permanent nature, (ii) the location complies with the minimum setback requirements shown on the Plat, (iii) all applicable laws, ordinances, rules and regulations of governmental agencies are met and all necessary governmental permits are obtained by the Owner at his expense, (iv) such pools are completely fenced in a manner approved by the Committee, (v) the construction is not commenced until after the Improvement consisting of the residence has been commenced, (vi) the swimming pool shall be located in the rear yard only, and (vii) the Committee has approved the design and location.

(h) Driveways and Driveway Entrances. The Committee shall approve the location, construction, and types of materials for all driveways and driveway entrances located upon Sites.

(i) Fences and Walls. Fences and walls may be erected along Site boundaries or within individual Sites for enclosure of yard areas so long as they are constructed of materials and at heights and locations approved by the Committee. No boundary fence, wall or patio or courtyard wall shall extend to a height greater than six (6) feet from the ground level unless the Committee so consents. No walls (other than retaining walls) or fence may be constructed along the street on in any portion of the front yard area of any Site unless approved by the Committee, and no retaining wall shall extend to a height greater than three (3) feet above the earth being retained. All retaining walls must be of materials approved by the Committee. Timber or modular concrete unit walls shall not be permitted.

(j) Clotheslines. No clotheslines, clothes hanging devices, or the like shall be allowed on a Site.

(k) Lighting. No building-mounted floodlights shall be permitted on the front

or sides of any Improvement facing a street, and there shall be no exterior lighting visible from any street within the Development (other than porch lights or eave lights), unless otherwise approved by the Committee. Decorative post lights shall be installed only with the prior approval of the Committee. Any walkway, driveway, or landscape lighting shall be of low intensity with light sources concealed from view from any street within the Development. Seasonal decorative lighting shall be permitted only during the holiday season (between Thanksgiving and the following January 7 of each year). Lights installed on the sides and rears of any Improvement must be adjusted so that the rays of any beam or floodlight shall not interfere with the neighboring Sites.

(l) Screening of Mechanical and Storage Areas. Excepting the initial construction period, any and all equipment, air conditioner condensers, garbage cans, woodpiles, refuse or storage piles of any Site, whether temporary or permanent, shall be screened to conceal the same from the view of neighboring Sites, roads, or Common Areas, with the plans for any screening, fences and/or landscaping being approved by the Committee. Incinerators for garbage, trash or other refuse shall not be used or permitted to be erected on any Site. Refuse shall not be placed even temporarily along the roadside adjacent to any Site but must be stored in the above-described manner while awaiting pickup.

(m) Screening Areas. No utility meters, air conditioning compressors, pumps and/or pump houses and other equipment shall be visible from neighboring Sites, roads or Common Areas.

(n) Landscaping. No trees greater than 9" in diameter may be removed from a Site without the consent of the Committee.

(o) Occupancy Permit. No residence upon any Site may be occupied prior to (i) the issuance of a final use and occupancy permit by any governmental authority exercising appropriate jurisdiction over the Development or any particular Site, as the case may be, has approved all work done pursuant to any trade permits issued by its Department of Codes Administration, and (ii) approval of the Committee.

(p) Basketball Goals. Basketball goals shall not be permitted unless they are not visible from any street within the Development and have been approved by the Committee.

(q) Outside Recreation Equipment. Outside recreation equipment may be placed upon any Site so long as (i) such equipment is not visible from any street within the Development and (ii) the design and location is approved by the Committee prior to installation. It is understood that the Committee may, without limitation, require screening with landscaping, fences or walls. For the purpose of this paragraph q, outside recreation equipment shall include swings, slides, trampolines, playhouses, and similar equipment or structures.

(r) Signs. Other than the monument sign in the Landscape Easement, no sign, billboard or poster of any kind of a permanent nature shall be erected, exhibited, maintained or placed upon any Site. Temporary signs, not exceeding a maximum face area of four (4) square feet, such as "For Sale" signs, shall be permitted so long as (i) there shall be no more than one (1) sign per Site, (ii) no such sign shall be placed outside of the Site within any street right-of-way, common open space or Site owned by other persons, and (iii) signs comply with such regulations that may be adopted by the Committee from time to time. The Developer shall have

the right to erect reasonable and appropriate signs for its own use and the use of other parties engaged in the construction and sale of Improvements on Sites within the Development.

(s) Antennae. No transmitting or receiving equipment (antennas, dishes in excess of eighteen inches (18") in diameter (or such larger size as shall be expressly authorized by regulations of the Federal Communications Commission) for radio, television, or communications may be located on the exterior of any Improvement or on the Site without the consent of the Committee, and in no event may such equipment be in the front of any Site or be visible from roads. The specific location and color of such equipment must be approved by the Committee.

2. Use Restrictions.

(a) Residential Use. Each Site shall be used only for private, single-family residential purposes consistent with this Declaration, and not otherwise. No guest house, pool house, garage, or other detached structure shall be used as a permanent dwelling by persons not related to the Owner by blood or marriage or employed by the Owner for the care of such Owner's family or residence located on the Site.

(b) Nuisance. No Owner shall use his Site in such a manner as to create a nuisance. No Owner shall commit waste upon any Site within the Development.

(c) Prohibited Structures. Excepting temporary use during construction of Improvements, no house trailers, portable buildings, or manufactured housing shall be permitted within the Development.

(d) Parking. All vehicles must be parked in garages or driveway areas and may not be parked on grass or yard areas, except when entertaining. Guest parking shall be limited to the areas designated as such upon the Plat or by the Developer during the Period of Developer Control and thereafter the Board. No wrecked vehicle or vehicles in a non-functional condition or vehicles without proper registration shall be parked on any Site or upon any of the Common Areas. No Owner shall permit any vehicle (operable or inoperable) owned by such Owner or by any person occupying his Improvements or by any guest or invitee of such Owner to remain parked on any street within the Development for a period of more than twenty-four (24) consecutive hours. Any vehicle which remains parked on the street in violation of the foregoing covenant, or in violation of any other rules and regulations now or hereafter adopted by the Board, may be towed at the expense of the owner of such vehicle or the Owner of the Site adjacent to which such vehicle was parked. Neither the Developer, the Association, nor the Board shall be liable to the owner of such vehicle for trespass, conversion, or otherwise, nor be guilty of any criminal act by reason of such towing, and neither the removal nor the failure of the owner of such vehicle to receive any notice of said violation shall be grounds for relief of any kind. The term "vehicle" as used herein, shall include, without limitation, motorhomes, watercraft, trailers, motorcycles, scooters, trucks, all-terrain vehicles campers, buses and automobiles.

(e) Animals. Normal household pets shall be permitted within an Owner's Site. Dogs and cats shall be permitted outside the boundaries of the Owner's Site if accompanied by their owners and/or on a leash. The Board, or any individual resident, may take appropriate measures to insure compliance with this provision, including without limitation, having the animal picked up by the appropriate governmental authorities. Notwithstanding the foregoing, no pets shall be permitted to remain on an Owner's Site if such pet becomes a nuisance to neighboring Owners.

(f) Noise. No Owner shall cause or allow any use of his Site that results in noise which disturbs the peace and quiet of the Development. This restriction includes, without limitation, dogs whose loud and frequent barking, whining or howling disturbs other Site Owners, exterior music systems or public address systems, and other noise sources which disturb other Owners' ability to peacefully possess and enjoy their Site.

(g) Burning. No Owner shall permit or cause the escape of such quantities of dense smoke, soot, cinders, noxious acids, fumes, dust, or gasses as to interfere with the use and enjoyment by other Owners of their Sites. Burning of leaves or refuse shall not be permitted within the Development.

(h) Home Businesses. No house or other structure on any Site, shall be used for any business purpose that involves employment of personnel other than residents of the Improvements or in-person, on-site sales involving non-residents except in accordance with applicable zoning regulations of any governmental authority exercising appropriate jurisdiction over the Development or any particular Site, as the case may be.

(i) Nuisances. Each Owner shall refrain from any act or use of his Site that could reasonably cause embarrassment, discomfort or annoyance to the neighborhood. No noxious, offensive or illegal activity shall be carried out upon any Site.

(j) Watercraft, RVs, Tractors, Mowers, Motorcycles and Recreational All-Terrain Vehicles. Watercraft, RVs, tractors, mowers, motorcycles, and recreational all-terrain vehicles must be stored only in side and rear yard areas or garages and must not be visible from neighboring Sites, streets or Common Areas.

(k) Hobbies. The pursuit of hobbies that are inherently dangerous or objectionable to adjoining Site Owners, including without limitation, the assembly and disassembly of motor vehicles or other mechanical devices shall be conducted only in garages and such activities must not be visible from adjoining Sites, streets, or Common Areas.

(l) Recreational Activities. Recreational activities may be conducted on the portion of the Common Areas designated for such purposes on the Plat.

3. Codes. Each Owner shall observe all governmental building codes, health restrictions, zoning restrictions and other regulations applicable to his Site. In the event of any conflict between any provision of such governmental code, regulation or restriction and any provision of this Declaration, the more restrictive provision shall apply.

ARTICLE VII. SITE MAINTENANCE

1. 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.

2. Construction. During land development and throughout construction, all Owners and contractors acting under their authority in the development and construction of Improvements upon any Site shall take all such actions as may be reasonably required to control, inhibit, or prevent land erosion, the sedimentation of streams and impoundments resulting from erosion, and to keep such Site in a neat and sightly condition, free from trash and debris. No building materials may be stored on any Site except for the purpose of construction of Improvements on such Site and then only for such length of time as is reasonably necessary for the construction of the Improvements then in progress. During construction, an office trailer placed on a Site may be used temporarily until completion of construction, as a construction office.

3. Failure to Maintain Sites. In the event any Owner shall fail to maintain the condition of his Site, the Improvements located thereon, or any pond (including the surrounding landscaping and retention dam) located thereon in compliance with these Restrictions, the Association (upon the vote of at least two-thirds of its Directors) and after ten (10) days' notice in writing and opportunity to cure being afforded to the offending Owner, may enter said Site and perform such maintenance as may be required to remedy such noncompliance. The cost of such maintenance shall be added to and become a part of the Imposition to which such Site is subject, and the Owner of such Site shall be personally liable for the cost thereof.

ARTICLE VIII. EASEMENTS

1. Developer Easements. During the Period of Developer Control, Developer reserves an easement for ingress and egress generally across the Development at reasonable places thereon and across the various Sites for the purpose of completing Developer's intended development. Said ingress and egress easement shall in any event be reasonable and shall not interfere with the construction of Improvements on a Site nor the use and enjoyment of a Site by an Owner.

2. Easement Designated on Plat. The Plat designates certain easement areas for public utilities and drainage as well as a Landscape Easement and Detention Easement. The Easements so designated on the Plat encumber the Sites and are hereby established as perpetual and irrevocable easements. The Easements are granted and reserved for use and benefit of all Owners in the Development. No Owner shall have the right to restrict, impede or take any action in any way to prohibit or limit the use of the Easements for their intended purpose. The use of Easements shall be subject to and governed by the provision of this Declaration and the Bylaws, Rules and Regulations of the Association.

ARTICLE IX. SALE OR LEASE OF SITES

Each Site Owner may erect one sign, of a size, character and at a location approved by the Board, indicating that a residence is for sale or for lease. In order to preserve and protect the decorum of the community of residences within the Development, the Association reserves the

right to restrict all other advertising and the placement of all other signs on or relating to properties for sale or resale within the Development to promote the orderly, harmonious and non-disruptive marketing of Sites. This does not preclude an Owner from using media advertising.

ARTICLE X. MORTGAGEE RIGHTS

1. Special Actions Requiring Mortgagee Approval. Notwithstanding anything herein to the contrary, unless at least seventy-five percent (75%) of the first mortgagees (based upon one vote for each Site encumbered by such first mortgage) have given their prior written approval, the Association shall not be entitled to:

- (a) By act or omission, seek to abandon or terminate the restrictions declared herein;
- (b) Partition or subdivide any Site;
- (c) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common facilities. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common facilities in the Development shall not be deemed to transfer within the meaning of this clause;
- (d) Use hazard insurance proceeds for losses to any common facilities for other than the repair, replacement or reconstruction of such improvements, except as provided by statute.

2. Special Rights of Mortgagees. A first mortgagee, or beneficiary of any deed of trust, shall be entitled to the following special rights:

- (a) Upon request, such first mortgagee is entitled to written notification from the Association of any default in the performance of any individual Owner of any obligation under this Declaration that is not cured by such Owner within sixty (60) days.
- (b) Any first mortgagee shall have the right to examine the books and records of the Association during regular business hours, and such books and records shall be made available to such first mortgagees upon their request.

3. Notices of Mortgages. Any Owner who mortgages his ownership interest shall notify the Association in such manner as the Association may direct, of the name and address of his mortgagees and thereafter shall notify the Association of the payment, cancellation or other alteration in the status of such mortgages. The Association shall maintain such information in a book entitled "Mortgages."

4. Copies of Notices to Mortgage Lenders. Upon written request delivered to the Association, the holder of any mortgage of any ownership interest or interest therein shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Owner whose ownership interest or interest therein is subject to such mortgage.

5. Further Right of Mortgagees.

(a) No Owner or any other party shall have priority over any rights of the first mortgagees pursuant to their mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of common facilities.

(b) Any agreement for the professional management for the Association, whether it be by the Developer, its successors and assigns, or any other person or entity, may be terminated on ninety (90) days written notice and the terms of any such contract shall so provide and shall not be of a duration in excess of three (3) years.

(c) The Association shall give to the Federal Home Loan Mortgage Corporation of any lending institution servicing such mortgages as are acquired by the Federal Home Loan Mortgage Corporation, notice in writing of any loss to or the taking of the common facilities if such loss or taking exceeds Ten Thousand Dollars (\$10,000.00). The Association may rely on the information contained in book entitled "Mortgages" as must be established pursuant to this Declaration for a list of mortgages to be notified hereby.

ARTICLE XI. GENERAL PROVISIONS

1. Duration. The covenants, conditions and restrictions contained herein shall be appurtenant to and run with the land and shall be binding upon all Owners and parties hereinafter having an interest in any of the Development, and all parties claiming under them, until December 31, 2068, at which time they shall be automatically extended for successive periods of ten (10) years each, unless a majority of the Votes attributable to Sites in the Development are cast in favor of a proposition to change, amend or revoke such covenants, conditions, and restrictions in whole or in part at a duly called meeting of the Association within the final one (1) year of the term thereof, as extended. Each purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that the covenants and restrictions of this Declaration may be extended as provided in this Article XI, Section 1.

2. Amendment. The covenants and restrictions contained in this Declaration may be amended unilaterally by the Developer, without joinder of any Owner, until the termination of the Period of Developer Control. Thereafter, any amendment of this Declaration will require the affirmative vote of at least two-thirds (2/3) of the Members of the Association at a duly called meeting of the Association or the affirmative written consent of such percentage of the Members. However, no amendment affecting the rights of the Developer under this Section or Mortgagees as provided in Article X, Section 1 hereof shall be effective unless approved by the Developer or such Mortgagees, as the case may be. To the extent then required by applicable laws and/or regulations, all amendments of this Declaration must be approved by the Planning Commission of any governmental authority exercising appropriate jurisdiction over the Development or any particular Site, as the case may be. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record. Every purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration by acceptance of a deed or other property now or hereafter made subject to this Declaration by other conveyance therefor, thereby agrees that the covenants and restrictions of this Declaration may be amended as provided herein.

any portion of the Development, expressly agrees that no duty or obligation is imposed upon Developer to enforce or attempt to enforce any of the covenants or restrictions contained herein, nor shall Developer be subject to any liability of any kind or nature whatsoever in respect to any claim that the Developer has failed to enforce the same.


(Remainder of Page Intentionally Left Blank)

Executed on the date first written above.

DEVELOPER

**HOLLY BEND PRESERVE, LLC,
a Delaware limited liability company**

**By: American Land Partners, Inc.,
a Delaware corporation,
Manager of Holly Bend Preserve, LLC**

By: 
Timothy D. Smith, Treasurer

STATE OF MASSACHUSETTS)

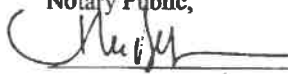
) SS:

COUNTY OF BERKSHIRE)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Timothy D. Smith, with whom I am personally acquainted or who proved to me on the basis of satisfactory evidence that he is the Treasurer of American Land Partners, Inc., a Delaware corporation, Manager of Holly Bend Preserve, LLC, a Delaware limited liability company, the within named Developer, and that he as such Treasurer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing as Treasurer.

WITNESS my hand and official seal at office on this 18 day of June, 2018,

Notary Public,



Tracy M. Desautels

[printed name]

My commission expires: Oct 12, 2023

[SEAL]



EXHIBIT "A"

Property Description

Land located in the 4th Civil District of Pickett County, Tennessee, described as follows:

Being all of developed lots, common areas, and that certain area containing 34.15 acres reserved for Phase II, as shown on the plat of HOLLY BEND PRESERVE, a planned community, of record in Plat Book 3, Page 124, in the Register's Office for Pickett County, Tennessee, to which plat reference is hereby made.

BK/PG: 159/885-905	
18000601	
21 PGS:AL-RESTRICTIONS	
LETHA BATCH: 11358	
06/19/2018 - 10:24:23 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	105.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	107.00
STATE OF TENNESSEE, PICKETT COUNTY	
LETHA MCCURDY	
REGISTER OF DEEDS	