



**HOLLY BEND**  
**PRESERVE**

**HOLLY BEND HOMEOWNER'S ASSOCIATION**

***\*\*\*It is the Owner's responsibility to refer to the 2018 Covenants, Conditions, and Restrictions in it's entirety before building\*\*\****

**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

***We endeavor to be the best neighbors we can be to one another and our community***

Holly Bend Preserve HOA  
1000 Holly Bend Drive  
Byrdstown, TN 38549

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, refuge 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, 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 slightly 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 by an owner.

2. **Easement Designated on a 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 the easements shall be subject to and governed by the provision of this Declaration and the Bylaws, Rule and Regulations of the Association.