

FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,
RESTRICTIONS, PROPERTY OWNERS ASSOCIATION AND LIMITATIONS RUNNING
WITH THE LAND FOR PRESERVATION POINT SUBDIVISION

This Amendment to Restrictive Covenants entered into this ____ day of May, 2021, by PRESERVATION POINT PARTNERS, LLC (hereinafter, "Declarant") and all Lot Owners of "The Farm at Highland Park" Subdivision, as shown in Plat Book 68 at Pages 390-401 of the Hanover County, South Carolina Public Registry (herein "Subdivision");

W I T N E S S E T H:

WHEREAS, the undersigned was the subdivider and sole Owner of all Lots within the Subdivision; and

WHEREAS, the Declarant placed restrictive covenants which are appurtenant to the properties that comprise the Subdivision, which said restrictive covenants are recorded in Deed Book 6876 at Pages 976-1000 of the aforesaid Registry; and,

WHEREAS, the Restrictive Covenants placed by the Declarant create a Homeowners Association, Road Maintenance Obligations, control over Common Property which are appurtenant to the properties that comprise the Subdivision, which said restrictive covenants are recorded in Deed Book 6876 at Page 976-1000 of the aforesaid Registry; and,

WHEREAS, the Declarant is still in control of The Preservation Point Property Owner's Association, Inc. (hereinafter, "Association") and pursuant to 9.2 of the aforementioned Restrictive Covenants is empowered to amend such declaration as it may deem necessary; and,

WHEREAS, further development required further amendment to those Restrictive Covenants as mentioned above.

- 7.5 ASSESSMENTS. The initial annual assessment shall be two thousand and no/100 dollars (\$2,000.00) per lot, per year.

Note: Subparagraphs (a) through (h) shall remain unchanged.

6. ARTICLE ELEVEN shall be added to the aforementioned restrictive covenants recorded in Deed Book 6376 at Page 976-1000 as follows:

ARTICLE ELEVEN
COMMERICAL TRACT

- 11.1 ARCHITECTURAL REQUIREMENTS. All commercial buildings must meet the constructional and architectural standards of the Subdivision. Construction plans shall be approved by the Architectural Review Committee ("ARC").
- (a) ARC. The ARC shall have the right to deny building plans at their sole discretion and may ask for revisions, or a totally new set of plans if they deem the construction of the commercial building would not be suitable for the community. Approval will not be unreasonably withheld.
 - (b) Construction. Buildings must be site-built. No system built buildings permitted.
 - (c) Exterior. Buildings exterior shall be constructed of similar materials and complimentary design of those homes within the Subdivision.
 - (d) Color. The ARC shall attempt to keep the exterior color schemes in harmony with the natural surroundings, and thus keeping a strong emphasis on earth tones. No bright or unusual colors shall be permitted.
 - (e) Staining and Painting. Staining and/or painting of all exterior surfaces or other such improvements shall be adequately done by Commercial Tract owner as needed or at least once every ten years.
 - (f) Building Location. All buildings must meet local building codes and setback requirements.
 - (g) Foundations. Building foundation(s) shall be finished with stone, stucco, oyster shell, brick or be build of split-face block. No exposed block shall be permitted either on the front, side or back of the building.
 - (h) Utility Lines. All utility lines (including electrical, telephone and cable TV lines) shall be placed underground.

11.8 RESERVATION BY DECLARANT OF EASEMENTS. Commercial Owner is subject to the provisions of ARTICLE TEN of these Covenants.

This agreement contains the entire agreement between the parties hereto with respect to amendment of the restrictive covenants referenced herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

DECLARANT:
PRESERVATION POINT PARTNERS, LLC,
A Tennessee Limited Liability Company

By: _____
Scott Rye, Managing Member

STATE OF TENNESSEE

COUNTY OF KNOX

The undersigned, a Notary Public for said County and State, does hereby certify that SCOTT RYE, personally appeared before me this day and acknowledged execution of the foregoing instrument on behalf of the limited liability company, as Managing Member under his duly granted authority. Witness my hand and official stamp or seal on May _____, 2021.

Notary Public

My Commission Expires: _____