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Prepared By
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FOUR MILE CREEK FARMS
DECLARATION OF RESTRICTIONS
Amendment 2 and Restatement of Restrictions

WHEREAS, CROSSLINK DEVELOPMENT, LLC a Tennessee Limited Liability Company, the owners and developers of Highland Ridge, being described as Four Mile Creek Farms by plat of record in the Register's Office of Morgan County, Tennessee, in Plat Cabinet 1, Page 713 consisting of 220 acres more or less, and,

WHEREAS, for the benefit and protection of the future and present owners of lots in said subdivision and for the establishment and maintenance of sound values for the lots in said subdivision, it is desired that certain restrictions and reservations be imposed on the lots in the subdivision and be made a matter of public record, and property conveyed in said subdivision be made subject to such restrictions and reservations.

NOW, THEREFORE, for and in consideration of the above premises, the Property Owners' Association (POA; currently named FOUR MILE CREEK FARMS HOME OWNERS ASSN, INC.) , impose upon FOUR MILE CREEK FARMS, the following restrictions, reservations, and conditions, all of which shall be deemed covenants running with the land:

1. The said property shall be used solely and only for single family residential purposes for full-time residences, vacation properties, and/or small hobby farms or homesteads. Allowable residential exterior appearances are log home appearance built of solid natural log construction, EverLog or similar products, D-log or similar siding, or other products approved by the Property Owners' Association (POA) as being consistent with a log home appearance.

2. No lot shall be re-subdivided to form a lot smaller than 1 acre in size; however, this shall not be construed so as to prevent the re-subdividing of lots to establish a larger lot.

3. The establishment, maintenance and use of all lots or parcels of land within the Subdivision with regard to the disposal of sewage and effluent shall be done in strict compliance with the currently existing State Health Regulations. In particular, no permanent outside toilets shall be allowed on any lot in the subdivision and furthermore, all sanitary arrangements must be inspected and approved by local and/or State Health officers.

4. Animals consistent with hobby farming or homesteading may be kept as long as they do not constitute an undue nuisance to the community. No high-density livestock operations may be conducted in the community. No animals may be kept, bred, or maintained for any commercial purposes, nor kept in such manner as to constitute an undue nuisance to the community.

5. No noxious or offensive activity, as defined by the POA, shall be carried on any lot or parcel of land, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood.

6. No lot or parcel of land shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, including but not limited to junk vehicles of any sort and household waste, which shall be kept in sanitary containers. All such containers or other similar equipment for the storage or disposal of household garbage or waste material shall be kept in a clean and sanitary condition.

7. All dwelling units erected on lots or parcels of land herein restricted to residential use only shall be constructed in a good workmanship like manner in accordance with industry standards and applicable building codes and shall be maintained at all times in good state of repairs. No modular or mobile homes shall be allowed. No homes shall be moved onto said lots from another location, nor shall any homes be built at any location and moved to said lots. No residence shall be occupied until construction is complete. This restriction is not meant to apply to panelized construction, kit log homes, or similar off-site construction methods if approved by the POA.

8. Any exposed block foundations shall be natural or manufactured stucco, brick or stone.

9. No permanent structure shall be erected, altered, placed or permitted to remain on any of said lots other than one single-family dwelling with an attached or detached garage and two additional outbuildings; however, this shall not prohibit the construction of one said residence on a portion of two or more lots as shown on the plat of said subdivision, constituting a single home site. The type of exterior, architectural design, material and appearance of all structures constructed on any lot shall be congruent. Detached outbuildings may be of an exterior finish to match the dwelling or of any exterior finish approved for dwellings in Paragraph 1 or of metal siding in earth tones or barn red in color or of wood stained or treated in earth tones or painted in earth tones or barn red, or like appearance. Attached garages must be of the same exterior appearance as the main residence. For properties over 3 acres the POA shall approve one additional detached building for each acre or portion thereof.

10. One greenhouse may be built on each property in addition to the detached buildings in paragraph 9 above. This greenhouse may not be used for commercial purposes.

11. No residence shall be constructed thereon having less than 1,000 square feet of heated floor space, exclusive of porches, carports, breezeways and attached garages. All roofs on all dwelling structures shall have pitch and not be completely flat. All roofs shall have at least two planes. The construction of the exterior and immediate surrounding adjacent grounds of any home or other permanent structure shall be finished within six months from the date of beginning. Extensions shall be granted by the POA when this provision causes undue hardship to the owner. Construction debris and construction materials must be maintained in an orderly manner. Portable toilets are allowed on the property only during the construction period. Such toilets must be serviced and maintained in a sanitary condition.

12. No trailer, mobile home, or any other type of moveable homes, basement, or tent shall be at any time used as a permanent residence of said land. However temporary living space may be maintained in a detached building until construction of the permanent residence is complete. Such space may be maintained after completion of the permanent residence only as guest quarters, and may not be leased nor rented.

13. Class A recreational vehicles are allowed in FOUR MILE CREEK FARMS, providing they are parked at least 60 (sixty) feet off the road and can not be used as a permanent home and must be moved every 3 (three) months and they are kept in good appearance and are roadworthy.

14. All fencing shall be a maximum of six (6) feet high and shall be constructed in a uniform and workmanlike manner. Fencing between the dwelling and the road may be of wood stained, painted, or treated in earth tones. Other fencing may be of similar appearance to those between the dwelling and road or of normal wire stock fencing, electric fence wire or tape, chain link, or similar appearance.

15. No lot shall be used or maintained for the purpose of commercial advertising or display, except a "For Sale" sign advertising the sale of a particular lot where the sign is located and said sign shall be the customary and usual size used by real estate brokers in the general area.

16. The barn that is used by all property owners, located on Lot #1, shall only be used by each property owner for personal use. Only a maximum of 2 (two) stalls and a maximum of 2 (two) animals are allowed by any property owner at one time. The barn, stalls, and lot #1 will be kept clean and free of debris and manure at all times. There will be a $50 cleaning fee per stall if found in violation. If anyone is found to be in violation of this, they will be notified by email or phone of said violation. They will then have 10 (ten) days to comply with the restriction. If after 10 (ten) days, it is not corrected, there will be a penalty of $10/day accrual that will be paid to the developer or POA once constituted, by authority of restriction #19. If still found in violation after 30 (thirty) days, livestock will be removed at owner's expense and sold at auction, with proceeds going to the developer or POA once constituted to pay for expenses. Using the barn for commercial use, such as the raising of livestock for resale, is strictly prohibited. Lot #1 and the barn are property of the POA which will set procedures for its use and remedies and penalties for its misuse.

17. Any invalidation of any of these covenants or restrictions shall in no way affect any other of the provisions herein and those not so invalidated shall thereafter remain in full force and effect.

18. These restrictions shall be considered as covenants running with the land and shall bind the purchaser of all lots or parcels of land in said subdivision, their heirs, assigns and successors, and if said owner or owners or any of them, their heirs, assigns and successors, shall violate or attempt to violate the covenants or restrictions herein contained, it shall be lawful for any person or persons owning any lot or parcels of land in

the subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent such person or persons from committing an act of violation or to recover damages for such violation.

19. These covenants and restrictions herein set out shall only apply to the lots included in the plat of FOUR MILE CREEK FARMS, said plat being of record in the Register's Office of Morgan County, Tennessee in Plat Cabinet 1, Page 713 They shall not be held or construed as creating any requirement on the part of the owner of the subdivision, its assigns or successors, to restrict any other property which the owner now owns or hereafter owns, irrespective of whether any which property is contiguous or adjacent to FOUR MILE CREEK FARMS, from being conveyed subject to the same, similar or different covenants and restrictions than those herein set out. No negative reciprocal covenants or implied or equitable covenants or easements of any nature shall be deemed to arise or be created in favor of any lot owner(s), their respective heirs, successors or assigns, as to any other property which the developer owns or may own within the vicinity of FOUR MILE CREEK FARMS, by virtue of the property herein conveyed being subject to the foregoing covenants and restrictions.

20. CROSSLINK DEVELOPMENT, LLC or subsequent developer may amend any said restrictions with POA approval by a two-thirds (2/3) majority vote.

21. The first 5 (five) purchasers of property in FOUR MIKE CREEK FARMS SUBDIVISION shall be considered the first board members of the POA. They will be responsible to enforce all covenants and restrictions herein designed and to collect the property owners' dues.

22. Lot #1 with the barn including approximately 2 (two) acres and also approximately 0.3 acres with fishing dock and a portion of the pond is hereby donated to the Property Owners Association for all property owners' use.

23. Property Owners Association:
a. Membership. Every property Owner shall be a mandatory member of the Property Owners' Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.
b. No Public Rights in Common Property. The dedication of any portion of the Property to public ownership or use shall not mean that the public at large acquires any right or easement in or to any other part of Property, including any Common Area.
c. Purpose of Assessments. Assessments levied by the Association shall be used exclusively for promoting the health, safety, and welfare of the Owners of the Lots and the costs and expenses incident to the operation of the Association, including, without limitation, the maintenance and repair of the Common Area and improvements thereon, if any, the maintenance of services furnished by the Association, the repair and replacement of improvements on the Common Area, payment of all taxes, insurance premiums and all costs and expenses incidental to the operation and administration of the Association, and establishment and maintenance of a reasonable reserve fund or funds. It is intended that

any maintenance and improvements of roads, barns, recreational areas, ponds and trails designated for common use be planned and approved by the Board in cooperation with the Developer and where the Developer obligations do not cover cost.

d. Assessments Are Not Dues. No portion of the Assessments are intended to be, or shall be construed to be, dues for membership in the Association.

e. Remedies of the Association due to Nonpayment of Assessments. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum legal rate per annum. In such case, the Association may accelerate, at its option, the entire unpaid balance of the assessment and may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against such Owner's Lot, and interest, costs and reasonable attorney's fees or any such action shall be added to the amount of such assessment. Each such Owner by his or her acceptance of deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all action against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of the liens against real property. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other Owners. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, abandonment of his or her Lot or by renunciation of membership in the Association. Other provisions of this Declaration, the Bylaws and/or the Guidelines may provide for additional action that may be taken by the Board in the event of nonpayment.

f. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association any assessments which may or shall be levied by the Association, such assessment to be established and collected as hereinafter provided. The assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, including reasonable attorney's fees, shall be a charge and continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, including reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his or her successors-in-title unless expressly assumed by them.

g. Suspension of Membership Rights. If an Owner shall have failed to pay when due any assessment or charge lawfully imposed upon him or her on any property owned by him or her, or if the Owner, his or her family, or guests shall have violated any of the covenants contained in this Declaration or any rule or regulation of the Board regarding use of any property or conduct with respect thereto, then the Board shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedy action within twenty (20) days of the mailing of aforesaid notice of violation, then the Board may suspend the membership rights (including voting rights) of that Owner.