

This instrument was prepared by:  
Murfree & Murfree, PLLC  
By: M.B. Murfree, IV  
805 S. Church Street, Suite 21  
Murfreesboro, TN 37130  
information furnished by the parties.

Heather Dabarn, Register  
Rutherford County Tennessee  
Rec #: 777066  
Rec'd: 285.00 Instrument #: 1893715  
State: 0.00  
Clerk: 0.00 Recorded  
Other: 2.00 3/20/2014 at 12:33 PM  
Total: 287.00 in  
Record Book 1283 Pgs 3126-3182

**AMENDED DECLARATION**  
**OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**APPLYING TO**  
**THREE RIVERS, A PLANNED RESIDENTIAL COMMUNITY**

Pursuant to the Declaration of Covenants, Conditions and Restrictions applicable to the Three Rivers Planned Residential Subdivision (the "Development") of record in Record Book 592, Page 1029 (the "Declaration") attached and incorporated into the Declaration were the By-Laws of the Three Rivers Homeowners Association, Inc. (the "By-Laws") and the Three Rivers Architectural Standards for the Development (the "Architectural Standards"). The Declaration, the By-Laws, and the Architectural Standards are sometimes collectively referred to as the "Initial Declaration". The Initial Declaration has been amended, modified, and corrected by multiple filings of record in said Register's Office including but not limited to, the amendments, modifications and corrections at Record Book 600, Page 1626, Record Book 794, Page 2501, Record Book 894, Page 2410, Record Book 674, Page 1009, Record Book 755, Page 3315, and certified and reaffirmed by Assignor in Record Book 1046, Page 2095, in the Register's Office of Rutherford County, Tennessee. The Initial Declaration and any and all amendments, modifications, corrections, certifications, reaffirmations and any other recorded filings applicable to the Covenants, Conditions, and Restrictions applying to the Development are sometimes collectively referred to as the "CCRs".

WHEREAS, the undersigned Declarant, being LPP Mortgage, Ltd., having obtained title to the Properties and the Development by Successor Trustee's Deed of Record at Record Book 1034 Page 3748 of record in said Register's Office; and

WHEREAS, the undersigned Owners being the Members holding at least seventy-five percent (75%) of the total eligible votes in the Association hereby consent and approve this amendment to the CCRs and do hereby jointly and severally enter into and execute this amendment to the CCRs; and

WHEREAS, this Amendment (as defined below) is executed pursuant to Article 15.2 of the Initial Declaration and/or taken by written consent pursuant to Article 2.13 of the By-Laws, and

WHEREAS, all Members, Owners, and other Persons signing this Amendment, pursuant to Tenn. Code Ann. Section 48-57-106 and Article 2.3 of the By-Laws, hereby expressly waive any and all notice requirements, contained in the CCRs or any provision of law or custom, which shall include any objection to lack of notice or defective notice of any meeting or action addressed, contained, or taken in this Amendment; and

WHEREAS, the undersigned, being all of the Members of the Board, pursuant to Tenn. Code Ann. Section 48-58-202, by execution hereof approve, authorize, resolve, and take all such actions as contained in this Amendment, by written consent, without the necessity of a meeting of said Board and further pursuant to Tenn. Code Ann. Section 48-58-202, hereby expressly waive any and all notice requirements, contained in the CCRs or any provision of law or custom, which shall include any objection to lack of notice or defective notice of any meeting or action addressed, contained, or taken in this Amendment; and

WHEREAS, the undersigned Declarant, being LPP Mortgage, Ltd. by execution hereof approves, authorizes, resolves, and takes all such actions as contained in this Amendment, by written consent, without the necessity of a meeting of said Board, the Members, or the Association and further, hereby expressly waive any and all notice requirements, contained in the CCRs or any provision of law or custom, which shall include any objection to lack of notice or defective notice of any meeting or action addressed, contained, or taken in this Amendment; and

NOW THEREFORE, the CCRs are hereby amended the as provided below (this "Amendment").

WHEREAS, The Initial Declaration in Article 1.15 defines Declarant at Record Book 592, Page 1035 as:

"Declarant": SOUTH 64 JOINT VENTURE, or any successor-in-title, or assign who takes title to any portion of the property described on Exhibit "A" <sup>1</sup>for the purpose of development and/or sale and who is designated as Declarant in a recorded instrument executed by the immediately preceding Declarant; provided however. there shall be only one ( I ) "Declarant" hereunder at any time. SOUTH 64 JOINT VENTURE (in the event its rights as Declarant have been transferred or assigned to another party), and any other Person who subsequently transfers or assigns the rights of Declarant to another Person shall be known as a "predecessor Declarant", and, un less otherwise agreed to in writing, shall be entitled to the rights of a predecessor Declarant established in this Declaration.

WHEREAS, the Initial Declaration was amended by amendment of record in said Register's Office at Record Book 600 Page 1626 to correct the entity developing the Development and holding the Declarant rights and said amendment removed South 64 Joint Venture and replaced it with proper entity holding the Declarant Rights being Three Rivers of Rutherford, LLC, a Tennessee Limited Liability Company.

WHEREAS, LPP Mortgage, Ltd., being the holder of the Declarant Rights as successor holder of Declarant Rights.

WHEREAS, Article 1.10 of the Initial Declaration, Record Book 592, Page 1034, defines "Control Period" as follows:

"Article 1.10 "Control Period": The period of time during which the Declarant is entitled to appoint the members of the Board of Directors as provided in Section 4.2."<sup>2</sup>

The forgoing being a *verbatim* quotation of Article 1.10 defining the **Control Period** with the only addition being the insertion of "(of the Association)" which was inserted for clarity. The citation to Section 4.2 in the definition of Control Period appears to be a scrivener's error because the Initial

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<sup>1</sup> Of the Initial Declaration as amended or supplemented from time to time to reflect any additions or removal of property in accordance with Article 8 of the Initial Declaration.

<sup>2</sup> The Initial Declaration defines the "Board of Directors" as "The body responsible for administration of the Association, selected as provided in the Bylaws and serving as the board of directors under Tennessee corporate law." And that the "Association" is the "Three Rivers Home Owners Association, Inc., a Tennessee nonprofit corporation, its successors or assigns."

Declaration does not contain a Section 4.2 however Section 4.1 addresses and further defines the Control Period and states as follows:<sup>3</sup>

(a) Each membership, except for Declarant, shall have one (1) equal vote for each Homesite in which they hold the interest required for membership under Section 4.1; provided however, there shall be only one (1) vote per Homesite and no vote shall be exercised for any property which is exempt from assessment under Section 9.10. When more than one Person has an interest in the same Homesite, the vote for such Homesite shall be exercised as they, among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Homesite. In the event of disagreement among such Persons and an attempt by two or more of them to cast the vote of such Homesite, such Persons shall not be recognized and the vote of such Homesite shall not be counted.

(b) Declarant shall not have a specific number of votes but may appoint all or a majority of the members of the Board of Directors during the Control Period which shall continue until the first to occur or the following:

(i) Within four (4) months after one hundred (100%) percent of the Homesites contemplated by the Master Plan as it may be amended from time to time, have certificates of occupancy issued thereon and have been conveyed to Persons other than Builders;

(ii) Ten (10) years after the date of recording of this Declaration ; or

(iii) When, in its discretion, Declarant so determines and voluntarily relinquishes such rights in writing.

After termination of the Control Period, but continuing through the Development Period. Declarant shall have the right to veto actions of the Board and committees.

Therefore, the Development is still in the Control Period and, LPP Mortgage, Ltd., as Declarant is vested with all rights and powers of the Declarant during the Control Period contained in said Article 4.1 and as otherwise provided in the CCRs.

WHEREAS, Article 1.17 of the Initial Declaration, Record Book 592, Page 1035, defines Development Period as follows:

“The period of time during which (i) Declarant owns any property which is subject to this Declaration, or (ii) any Builder owns a Homesite primarily for development and/or resale that was purchased from Declarant.”

Therefore, the Development is still in the Development Period; and LPP Mortgage, Ltd., is the Declarant, vested with all Declarant Rights contained in the CCRs; and

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<sup>3</sup> Section 4.1 is altered by this Amendment as set forth below.

WHEREAS, pursuant to Article 15.2(a) of the Initial Declaration, Record Book 592, Page 1076, the CCRs can be amended unilaterally by the Declarant provided the amendment has no material adverse effect on the right of any Member (Owner); and

WHEREAS, pursuant to Article 15.2 (b) of the Initial Declaration, Record Book 592, Page 1076, the CCRs can be amended by the Board as follows:

“The Board shall be authorized is amend this Declaration without the consent of the Members (i) for the purpose or con forming this Declaration to any mandatory provisions of Tennessee law and (ii) to correct scriveners' errors and other mistakes of fact, provided that amendments under this provision have no material adverse effect on the rights of the Owners. During the Development Period, any such amendment shall require the written consent or Declarant.”

WHEREAS, pursuant to Article 15.2 (c) of the Initial Declaration, Record Book 592, Page 1077, the CCRs may be amended by the written consent of Members (Owners) as follows:

“Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members holding seventy-five percent (75%) of the total eligible votes in the Association and, during the Development Period, the written consent of Declarant. In addition, approval requirements set forth in Article 13, if any, shall be met, if applicable.”

NOW, THEREFORE, premises considered, the Declarant, the Association, the Board, the Owners, and the Members, holding seventy-five percent (75%) of the total eligible votes hereby by written consent amended the CCRs as follows:

1. Article 4 of the Initial Declaration is titled **Membership and Voting Rights**. The first paragraph of Article 4.1 and subsection (a) shall be deleted in its entirety and shall be amended to read as follows:

“4.1 **Membership**. Every Owner shall be a Member of the Association. There shall be only one (1) membership per Homesite. If a Homesite is owned by more than one (1) Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 4.2(a) and in the Bylaws. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, member, manager, partner or trustee of such Owner, or by any individual designated from time to time by the Owner in a written instrument provided to the secretary of the Association.”

“(a) Each membership, except for Declarant, shall have one (1) equal vote for each Homesite in which they hold the interest required for membership under Section 4.1; and no vote shall be exercised for any property which is exempt from assessment under Section 9.10. When more than one Person has an interest in the same Homesite, the vote for such Homesite shall be exercised as they, among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Homesite. In the event of disagreement among such Persons and an attempt by two

or more of them to cast the vote of such Homesite, such Persons shall not be recognized and the vote of such Homesite shall not be counted. After the Development Period, as that term is altered by this Amendment, each Homesite owned by the Declarant shall be entitled to four (4) votes per Homesite, regardless of whether Declarant has ever conveyed such Homesite to another Person.”

2. Article 4 of the Initial Declaration is titled **Membership and Voting Rights**. Article 4.1 (b)(i) shall be deleted in its entirety and shall be amended to read as follows:

“(i) Within one (1) year after one hundred percent (100%) of the Homesites contemplated by the Master Plan, as it may be amended from time to time, have had certificates of occupancy issued thereon and have been conveyed to Person other than Builders.”

“(ii) Intentionally deleted.”

“(iii) When, in its discretion, Declarant so determines and voluntarily relinquishes such right in writing which writing which shall be by instrument executed by the Declarant and shall clearly, unequivocally, and without qualification state it is voluntarily relinquishing and terminating the Control Period; the termination of the Control Period shall be effective only when said instrument is recorded in the Rutherford County Register of Deed’s Office.”

After termination of the Control Period, but continuing through the Development Period, Declarant shall have the right to veto actions of the Board and committees.

3. Article 7 of the Initial Declaration titled **Insurance And Casualty Losses**, under the subheading **Required Coverages**, Article 7.1(a) (iv) shall be deleted in its entirety and shall be amended to read as follows:

“(iv) Intentionally deleted.”

4. Article 8.4 Additional Covenants and Easements shall be deleted in its entirety and shall be amended to read as follows:

“8.4 During the Development Period the Declarant may unilaterally subject any portion of the Properties, the Development, or any portion thereof to additional covenants and easements including covenants obligating the Association to maintain and insure such property on behalf of the Owners and obligating such Owners to pay the cost incurred by the Association through specific assessments. Further, the Declarant shall have an absolute right to unilaterally modify, amend, or terminate any clause, provision, or portion of the Initial Declaration and the CCRs. Said right of the Declarant shall trump and void any provisions to the contrary contained of whatever nature in the CCRs. Said right of the Declarant shall include the right to modify, amend, redesign, or reconfigure any and all aspects of the Development including but not limited to the location of roads, Lots, common areas, and to seek whatever revisions to the Master Plan, the Planned Development for the Development which was approved by the City of Murfreesboro, the Properties, and the Development’s zoning. The foregoing rights of the Declarant can be exercised unilaterally without the consent or approval of any other person, party, or entity including but not limited to the Member(s), Owner(s), and the Board of the Association and shall be known as “Declarant Modification Rights”. Provided any such amendment

to the design of the Development including the Properties, its Master Plan, or its zoning shall be subject if applicable to approval by any applicable governmental body, regulatory board, or governmental agency or utility which has jurisdiction over the proposed amendment. Any such amendment, addition, or modification which involves an annexation of additional real property to the Development shall be in the form of a Supplemental Declaration recorded either concurrently with or after the annexation of the subject property or at such time the Declarant makes such amendment. Any exercise of the Declarant Modification Rights which amends, modifies, removes, terminates or otherwise affects the provisions of the CCRs shall be in writing and shall be executed by the Declarant and shall be effective only if and when recorded in said Register's Office. The Provisions of this Section shall be interpreted in conjunction with the provisions of Section 15.2 (as altered by this Amendment) and shall be interpreted to give the Declarant the broadest possible rights to amend the CCRs."

5. Article 6.2 shall be amended by adding the following language at the end of the Article:

"Without limiting any other provision of the foregoing, the Association shall maintain all areas which are not enclosed by a fence or wall of the yards of all Properties fronting on Cason Lane so as to ensure an aesthetically pleasing, uniform, standard of maintenance, as directed by the Board, which maintenance shall include the cutting of grass and trimming of shrubbery, trees and plantings installed and watered by the homeowner. Nothing herein shall be construed to require the Association to install, plant, or irrigate any grass, shrubbery, trees, or plantings or otherwise be responsible for grass, shrubbery, trees, or plantings."

6. Article 10.4 (a) shall be amended by adding the following language after the last sentence:

"The only material allowed for fences shall be white vinyl and wrought iron. Brick Columns may be permitted at the discretion of the ARB. "Invisible fences" for the containment of permitted pets are also permitted. "

7. Article 10.1 shall be amended by adding the following language as subpart (j):

"(j) For all Properties fronting on Cason Lane, all Homes constructed after the recording of this Amendment shall be required to install, maintain, and to use a landscaping irrigation system to meet specifications set by the ARB and the Lot Owner shall be required to maintain such irrigation systems and to regularly water the grass, shrubs, bushes, and all other plantings and landscaping to the satisfaction of the ARB. For the purposes of this subsection (j), a Home shall be not deemed to have been constructed after the recording of this Amendment if the Home's building permit was issued prior to the recording of this Amendment."

8. Article 10.1 (f) shall be deleted in its entirety and shall be amended to read as follows:

"(d) At least seventy percent (70%) of the exterior walls of all home shall be brick, stone (real or faux), hardiplank or similar cement siding product, stucco, or drivit. Vinyl is allowed only in soffits, trim, windows, and dormers at the discretion of the ARB but not otherwise."

9. Article 10.1 (g) shall be deleted in its entirety and shall be amended to read as follows:

“(g) intentionally deleted”

10. Article 10.1 (H) shall be deleted in its entirety and shall be amended to read as follows:

“(H) Intentionally deleted”

11. Article 10.3(b): The last paragraph of Article 10.3 (b), which states as follows:

“Any Owner may remodel, paint or redecorate the interior of structures on his or her Homesite without approval. However, modifications to the interior of screened porches, patios, and similar portions of a Homesite visible from outside the structures on the Homesite shall be subject to approval. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications.”

shall be deleted in its entirety and shall read as follows:

“This entire paragraph is intentionally deleted.”

12. Article 10.4 (b)(vi) shall be deleted in its entirety and shall be amended to read as follows:

“(vi) Intentionally deleted”

13. Article 10.6 shall be deleted in its entirety and shall be amended to read as follows:

“10.6 Sidewalks. Shall be installed during the construction of any home on any Homesite by the Builder and shall be completed before the certificate of occupancy issue for any home constructed on a Homesite.” All sidewalks shall be constructed per the requirements, rules and regulations of the City of Murfreesboro which are in place at the time the sidewalk is installed and shall be in compliance with any and all construction plans approved by the City of Murfreesboro which is applicable to the section of the Development the Homesite on which a proposed home is to be constructed.”

14. Article 15.2 (a) shall be deleted in its entirety and shall be amended to read as follows:

“15.2 (a) Declarant may unilaterally amend in its discretion the CCRs, including, without limitation, the Declaration, and from time to time as it shall see fit during the Development Period by written Amendment or Supplemental Declaration which shall be in writing and shall detail such Amendment and shall be recorded in the Rutherford County Register of Deed’s Office. The Provisions of this Section shall be interpreted in conjunction with the provisions of Section 8.4 limiting Declarant Modification Rights and this Section and the provisions of Section 8.4 shall be interpreted to give the Declarant the broadest possible rights to amend the CCRs without the consent of or approval of any other person, party, or entity including but not limited to the Member(s), Owner(s), and the Board of the Association.”

15. Attached to the Initial Declaration as Exhibit C is the Three Rivers Architectural Standards. On page 2 of said exhibit under the heading *Step 1 Submitting Plans* it sets forth the requirements for the submission of plans, architectural drawings/photographs and other items required to be submitted to the

ARB for approval, these provisions shall remain unchanged and are reaffirmed. However, the provisions of this paragraph go on to say that the recited items should be submitted to:

“PREFERRED PROPERTY MANAGEMENT LLC  
CONTACT: GAYLE ALLMAN  
615-898-7204”

The foregoing requirement that the materials required to be submitted be submitted to “PREFERRED PROPERTY MANAGEMENT LLC CONTACT: GAYLE ALLMAN 615-898-7204” is deleted and shall be replaced with the following:

“The Homeowner shall submit the aforesaid items and any other plans or other items required to be submitted for ARB approval to such person or company at the location and by such delivery method as the ARB may designate in writing from time to time. The ARB shall have the right and ability in its sole discretion to change the person or entity which said items shall be submitted and the method of delivery at any time upon notice in writing to the Homeowner. Written notice of the delivery method and to whom these items must be delivered by be by letter delivered by mail to the Homeowner, personally delivered to the Homeowner, by e-mail, or by fax transmission. The Declarant and the ARB may in their discretion post instructions for delivery of these items on a website created to provide information about the Development, said website is not required to exclusively provide information about this Development but may provide information about multiple developments such as on a property management company’s website provided that a portion of the website clearly indicates where information pertaining to the Development is located on the site.”

**16. Affirmation, Assignment and waiver regarding LPP Mortgage, Ltd., Position as Declarant.** The Board, the Association, the Owners and the Members affirm that LPP Mortgage, Ltd. is the legal holder of any and all Declarant Rights and is the Declarant for any and all purposes under the Declaration, the Initial Declaration, the CCRs, the By-laws of the Association and its Charter. **Further, the execution of this Amendment shall constitute a Quit-Claim Assignment, and each signatory hereto shall be an Assignor and intends to quit-claim, assign and transfer to, LPP Mortgage, Ltd., (Assignee) and Assignee intends to accept, all of Assignor's rights, title and interests under the Declaration, if any, including any rights Assignor may have (either individually, or as a member of the Association) as the Declarant thereunder.** Further, by the execution of this Amendment each signatory, their heirs, successors, and assigns successors in title to any Lot they own, and assigns, waive any and all rights, claims, standing, to contest, dispute, file or join in any legal action or proceeding, and any other recourse whatsoever of any kind to dispute that LPP Mortgage, Ltd., is the fee simple holder, owner, and possessor of any and all Declarant Rights whatsoever and that LPP Mortgage, Ltd., is for any and all purposes the Declarant under the CCRs, By-Laws, and Charter.

**17. Affirmation, Assignment and waiver As to The Control Period and Development Period.** The Board, the Association, the Owners and the Members affirm that the Development is still under the Development Period and the Control Period Further, by the execution of this Amendment each signatory, waives any and all rights, claims, standing, to contest, dispute, file or join in any legal action or proceeding, and any other recourse whatsoever of any kind to dispute that the Development is still in the Development and Control Period. Each signatory further binds their heirs, successors, assigns, successors in title to any Lot they own to the foregoing waiver. Further, should any question ever arise as to the Development being in the Development Period and the Control Period the signatories hereto, by execution of this Amendment, reinstate the Development Period and Control Period and convey any and all rights they may have to LPP Mortgage, Ltd., arising from or which may have arisen any attempted



resignation of the original Declarant and transfer of Declarant Rights, including any and all attempts to terminate or end the Development Period or the Control Period or both the Development Period and the Control Period.

18. **Defined Terms.** All capitalized terms not defined herein shall have the meanings ascribed to such terms in the CCRs, the By-Laws, and the Associations Charter.

19. **Continuance of the CCRs, By-Laws, and Charter.** Except as otherwise expressly amended and modified hereby, all other terms and provisions of the CCRs, By-Laws, and the Association's Charter remain unchanged, and this Amendment hereby ratifies and confirms in all respects the CCRs, By-Laws, and the Charter of the Association and they remain in full force and effect. Notwithstanding the foregoing, the terms of this Amendment shall control over any conflicts between the terms of the CCRs, By-Laws and the Charter and the terms of this Amendment.

20. **Runs with the Land & Binding on all Successors In Interest.** The restrictions, covenants, modifications and all matters contained in this Amendment shall run with the land and bind all of the real estate described in any provision or exhibit to the CCRs, By-Laws, or the Charter, in the broadest sense and each and all on all person(s), entities, or entity, trust, trustee of any trust, having any right, title, or interest in any portion of the Development or Properties, their legal representatives, heirs, successors and assigns, their successors in title or any interest therein being fee simple or the holder of a lesser estate in the real property and all persons claiming under such owners.

21. **Captions and Cross-References.** The captions are inserted only for reference, and in no way define, limit or otherwise affect the scope, meaning or effect of any provision. All cross-references are to the Initial Declaration unless otherwise indicated.

22. **Pronouns.** The use of the masculine gender shall be deemed to include the feminine and neuter genders, and the use of the singular shall be deemed to include the plural and vice versa, whenever the context so requires.

23. **Severability.** Each provision of the Governing Documents is severable from every other provision, and the invalidity of any one or more provisions shall not change the meaning of or otherwise affect any other provision. To the extent that any provision of the Governing Documents is found to be overly broad or unenforceable and a narrower or partially enforceable construction may be given to such provision, then the narrower or partially enforceable construction shall be applied and, to the extent lawful, the provision shall be enforced.

24. **Governing Law.** This Declaration shall be construed under Tennessee law; excluding its conflicts of law provisions.

25. **Forum Selection.** Rutherford County, Tennessee shall be the proper place of venue for suit on or in respect of the Properties or the Declaration and the CCRs. Each Owner and Mortgagee irrevocably agrees that any legal proceeding in respect of or pertaining to the Properties, shall be brought in the state courts of Rutherford County, Tennessee, or the United States District Court for the Middle District of Tennessee (collectively, the "Specified Courts").

Each Owner and Mortgagee hereby irrevocably submits to the nonexclusive jurisdiction of the state and federal courts of the State of Tennessee. Each Owner and Mortgagee hereby irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to or pertaining to the Properties or this Declaration brought in any Specified Court, and hereby further irrevocably waives any claims that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Nothing herein shall affect the right to serve process in any manner permitted by applicable law. Each Owner and Mortgagee agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

26. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and the original signature pages for all the undersigned can be compiled together so as to constitute one and the original Amendment

*(intentionally left blank signatures pages to follow)*

LPP Mortgage Ltd., a Texas limited partnership, by Property Acceptance Corp., a Texas corporation, as the Declarant and as Owner of the lots listed on Exhibit /\_\_\_.

**LPP MORTGAGE LTD.,**  
a Texas limited partnership

By: Property Acceptance Corp.,  
a Texas corporation,  
its general partner

By: *Michael D. Wyatt*  
Name: *Michael D. Wyatt*  
Title: *Its Authorized Signatory*

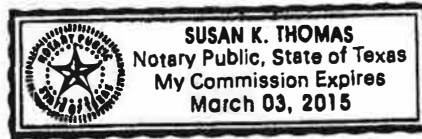
STATE OF TEXAS                   §  
   §  
COUNTY OF COLLIN           §

I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that *Michael D. Wyatt*, Authorized Signatory of Property Acceptance Corp., a Texas corporation, as general partner of LPP MORTGAGE LTD., a Texas limited partnership, and whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Authorized Signatory and with full authority, executed the same voluntarily for and as the act of Property Acceptance Corp., a Texas corporation, as general partner of LPP MORTGAGE LTD., a Texas limited partnership.

Given under my hand and official seal this *28<sup>th</sup>* day of *February*, 2014.

*Susan K. Thomas*  
Notary Public

My Commission Expires: *March 3, 2015* (Seal)



THREE RIVERS HOMEOWNERS' ASSOCIATION, INC.  
BOARD OF DIRECTORS

By: [Signature]  
Director

By: [Signature]  
Director

STATE OF TEXAS  
COUNTY OF COLLIN

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared SCOTT JOHNSON, with whom I am personally acquainted, and who upon his oath acknowledged himself to be a Director of Three Rivers Homeowners' Association, Inc. Board of Directors and SCOTT JOHNSON as such Director, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of Three Rivers Homeowners' Association, Inc. Board of Directors by himself as such Director.

WITNESS MY HAND and official seal at my office on this the 7th day of March, 2014.

[Signature]  
NOTARY PUBLIC

My commission expires: Nov. 8, 2014



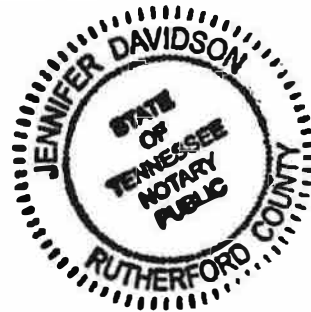
STATE OF Tennessee  
COUNTY OF Rutherford

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared James M Callahan, with whom I am personally acquainted, and who upon his oath acknowledged his self to be a Director of Three Rivers Homeowners' Association, Inc. Board of Directors and James M Callahan as such Director, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of Three Rivers Homeowners' Association, Inc. Board of Directors by his self as such Director.

WITNESS MY HAND and official seal at my office on this the 11<sup>th</sup> day of March, 2014.


My commission expires: 11/2014

Jennifer Davidson  
NOTARY PUBLIC



We/I BEING THE/AN OWNER(S) IN FEE SIMPLE OF THE BELOW REFERENCED LOT IN THREE RIVERS A PLANNED RESIDENTIAL SUBDIVISION WITNESS OUR/MY HAND(S) on the day and date set forth by our signatures below and hereby, join, consent, and vote in favor of this Amendment which shall be binding on my/our heirs, successor, successors in title and assigns forever and shall run with the land.

Lot No. 57A 2103 Cason Lane Murfreesboro, TN 37128

Lynnette Davis 10/9/13   
Print Name (Date) Sign Name (Date)

\_\_\_\_\_  
Print Name (Date) Sign Name (Date)

STATE TENNESSEE  
RUTHERFORD COUNTY

On this 9<sup>th</sup> day of December, 2013 before me personally appeared Lynnette Davis, to me known or who proved to me on the basis of satisfactory evidence to be the person(s) described in and who executed the Amendment, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL at office.

My commissions expires: 5-20-13

  
\_\_\_\_\_  
NOTARY PUBLIC



mail copy

We/I BEING THE/AN OWNER(S) IN FEE SIMPLE OF THE BELOW REFERENCED LOT IN THREE RIVERS A PLANNED RESIDENTIAL SUBDIVISION WITNESS OUR/MY HAND(S) on the day and date set forth by our signatures below and hereby, join, consent, and vote in favor of this Amendment which shall be binding on my/our heirs, successor, successors in title and assigns forever and shall run with the land.

Lot No. 57B

Ann Lacy  
Print Name

(Date)

Ann H. Lacy  
Sign Name

12/8/13  
(Date)

Print Name

(Date)

Sign Name

(Date)

STATE TENNESSEE  
RUTHERFORD COUNTY

On this 9 day of December, 2013 before me personally appeared Ann Lacy, to me known or who proved to me on the basis of satisfactory evidence to be the person(s) described in and who executed the Amendment, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL at office.

My commissions expires: 5-20-13

Elaine Clifton  
NOTARY PUBLIC



We/ I BEING THE/ AN OWNER(S) IN FEE SIMPLE OF THE BELOW REFERENCED LOT IN THREE RIVERS A PLANNED RESIDENTIAL SUBDIVISION WITNESS OUR/ MY HAND(S) on the day and date set forth by our signatures below and hereby, join, consent, and vote in favor of this Amendment which shall be binding on my/ our heirs, successor, successors in title and assigns forever and shall run with the land.

Lot No. 18  
Deborah Butrum 12/12/13 2114 Cassin Lane Deborah Butrum  
Print Name (Date) Sign Name (Date)

\_\_\_\_\_  
Print Name (Date) Sign Name (Date)

**STATE TENNESSEE  
RUTHERFORD COUNTY**

On this 12<sup>th</sup> day of December, 2013 before me personally appeared Deborah Butrum, to me known or who proved to me on the basis of satisfactory evidence to be the person(s) described in and who executed the Amendment, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL at office.

My commissions expires: 9/23/14

Patsy W. Hudson  
NOTARY PUBLIC



*(Additional owner signature pages to follow in final format)*



We/I BEING THE/AN OWNER(S) IN FEE SIMPLE OF THE BELOW REFERENCED LOT IN THREE RIVERS A PLANNED RESIDENTIAL SUBDIVISION WITNESS OUR/MY HAND(S) on the day and date set forth by our signatures below and hereby, join, consent, and vote in favor of this Amendment which shall be binding on my/our heirs, successor, successors in title and assigns forever and shall run with the land.

Lot No. 1A

Kenneth A Carpenter Jr 2-8-14 Kenneth A Carpenter Jr 2-8-14  
Print Name (Date) Sign Name (Date)

Monica H. Sandoval 2-8-14 Monica H. Sandoval 2-8-14  
Print Name (Date) Sign Name (Date)

STATE TENNESSEE  
RUTHERFORD COUNTY

On this 8<sup>th</sup> day of February, 2014 before me personally appeared Kenneth A Carpenter Jr, to me known or who proved to me on the basis of satisfactory evidence to be the person(s) described in and who executed the Amendment, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL at office.

My commissions expires: 11/20/14

Jennifer Davidson  
NOTARY PUBLIC



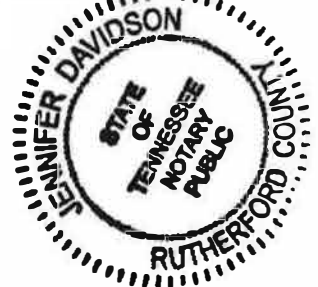
STATE TENNESSEE  
RUTHERFORD COUNTY

On this 8<sup>th</sup> day of February, 2014 before me personally appeared Monica H Sandoval, to me known or who proved to me on the basis of satisfactory evidence to be the person(s) described in and who executed the Amendment, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL at office.

My commissions expires: 11/20/14

Jennifer Davidson  
NOTARY PUBLIC



We/I BEING THE/AN OWNER(S) IN FEE SIMPLE OF THE BELOW REFERENCED LOT IN THREE RIVERS A PLANNED RESIDENTIAL SUBDIVISION WITNESS OUR/ MY HAND(S) on the day and date set forth by our signatures below and hereby, join, consent, and vote in favor of this Amendment which shall be binding on my/our heirs, successor, successors in title and assigns forever and shall run with the land.

Lot No. 54A

LEANDRO PAIZ 1/27/14 Leandro Paiz 1/27/14  
Print Name (Date) Sign Name (Date)

\_\_\_\_\_  
Print Name (Date) Sign Name (Date)

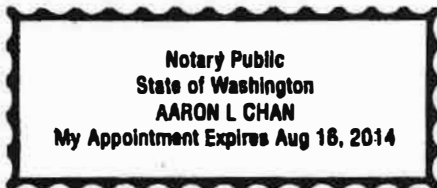
STATE WASHINGTON  
YAKIMA COUNTY

On this 27<sup>th</sup> day of JANUARY, 2014 before me personally appeared LEANDRO PAIZ, to me known or who proved to me on the basis of satisfactory evidence to be the person(s) described in and who executed the Amendment, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL at office.

My commissions expires: 8/16/14

[Signature]  
NOTARY PUBLIC



WE/ I BEING THE/ AN OWNER(S) IN FEE SIMPLE OF THE BELOW REFERENCED LOT IN THREE RIVERS A PLANNED RESIDENTIAL SUBDIVISION WITNESS OUR/ MY HAND(S) on the day and date set forth by our signatures below and hereby, join, consent, and vote in favor of this Amendment which shall be binding on my/ our heirs, successor, successors in title and assigns forever and shall run with the land.

Lot No. <sup>503</sup> 2135 Casey Lane (Box 10)  
Pamela James Paula James 3128  
Print Name (Date) Sign Name (Date)  
12-9-13 12-9-13

Print Name (Date) Sign Name (Date)

STATE TENNESSEE  
RUTHERFORD COUNTY

On this 9 day of December 2013 before me personally appeared Pamela James, to me known or who proved to me on the basis of satisfactory evidence to be the person(s) described in and who executed the Amendment, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL at office.

My commissions expires: 5-20-17

Elaine Clifton  
NOTARY PUBLIC



mail or email copy  
danmarinofan@msn.com

WE/ I BEING THE/ AN OWNER(S) IN FEE SIMPLE OF THE BELOW REFERENCED LOT IN THREE RIVERS A PLANNED RESIDENTIAL SUBDIVISION WITNESS OUR/ MY HAND(S) on the day and date set forth by our signatures below and hereby, join, consent, and vote in favor of this Amendment which shall be binding on my/ our heirs, successor, successors in title and assigns forever and shall run with the land.

Lot No. 50A DBA JOC CONSTRUCTION  
MATT MILLSAP 1/31/14 [Signature] 1/31/14  
Print Name (Date) Sign Name (Date)  
MATT MILLSAP DBA JOC CONSTRUCTION 1/31/14 [Signature] 1/31/14  
Print Name (Date) Sign Name (Date)

STATE TENNESSEE  
RUTHERFORD COUNTY

On this 31<sup>st</sup> day of January, 2014 before me personally appeared Matt J. Millsap dba JOC Construction, to me known or who proved to me on the basis of satisfactory evidence to be the person(s) described in and who executed the Amendment, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL at office.

My commissions expires: 11/20/14

Jennifer Davidson  
NOTARY PUBLIC  
JENNIFER DAVIDSON  
STATE OF TENNESSEE  
NOTARY PUBLIC  
RUTHERFORD COUNTY

WE/I BEING THE/AN OWNER(S) IN FEE SIMPLE OF THE BELOW REFERENCED LOT IN THREE RIVERS A PLANNED RESIDENTIAL SUBDIVISION WITNESS OUR/MY HAND(S) on the day and date set forth by our signatures below and hereby, join, consent, and vote in favor of this Amendment which shall be binding on my/our heirs, successor, successors in title and assigns forever and shall run with the land.

Lot No. 50B

Matt Millsap dba JOC Construction 1/31/14  1/31/14  
Print Name (Date) Sign Name (Date)

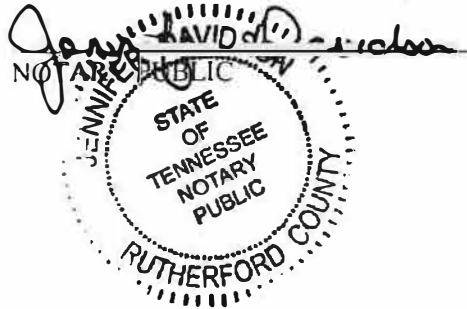
Matt Millsap dba JOC Construction 1/31/14  1/31/14  
Print Name (Date) Sign Name (Date)

STATE TENNESSEE  
RUTHERFORD COUNTY

On this 31<sup>st</sup> day of January, 2018<sup>4</sup> before me personally appeared Matt J. Millsap dba JOC Construction, to me known or who proved to me on the basis of satisfactory evidence to be the person(s) described in and who executed the Amendment, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL at office.

My commissions expires: 4/20/16



WE BEING THE/AN OWNER(S) IN FEE SIMPLE OF THE BELOW REFERENCED LOT IN THREE RIVERS A PLANNED RESIDENTIAL SUBDIVISION WITNESS OUR/MY HAND(S) on the day and date set forth by our signatures below and hereby, join, consent, and vote in favor of this Amendment which shall be binding on my/our heirs, successor, successors in title and assigns forever and shall run with the land.

Lot No. 48A

BRYAN HOGAN 1/26/14 Bryan Hogan 1/26/14  
Print Name (Date) Sign Name (Date)

Cynthia L. Hogan 1/26/14 Cynthia L. Hogan 1/26/14  
Print Name (Date) Sign Name (Date)

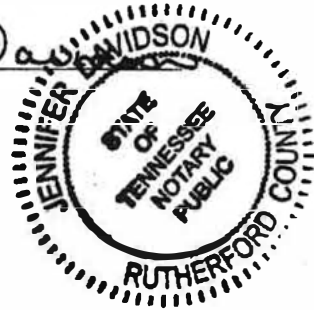
STATE TENNESSEE  
RUTHERFORD COUNTY

On this 26<sup>th</sup> day of January, 2014 before me personally appeared Bryan & Cynthia L. Hogan to me known or who proved to me on the basis of satisfactory evidence to be the person(s) described in and who executed the Amendment, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL at office.

My commissions expires: 11/20/16

Jennifer Davidson  
NOTARY PUBLIC



WE/ I BEING THE/ AN OWNER(S) IN FEE SIMPLE OF THE BELOW REFERENCED LOT IN THREE RIVERS A PLANNED RESIDENTIAL SUBDIVISION WITNESS OUR/ MY HAND(S) on the day and date set forth by our signatures below and hereby, join, consent, and vote in favor of this Amendment which shall be binding on my/our heirs, successor, successors in title and assigns forever and shall run with the land.

Lot No. 48B

BRYAN HOGAN 1/26/14 Bryan Hogan 1/26/14  
Print Name (Date) Sign Name (Date)

Cynthia L. Hogan 1/26/14 Cynthia L. Hogan 1/26/14  
Print Name (Date) Sign Name (Date)

STATE TENNESSEE  
RUTHERFORD COUNTY

On this 26<sup>th</sup> day of January, 2014 before me personally appeared Bryan & Cynthia L. Hogan, to me known or who proved to me on the basis of satisfactory evidence to be the person(s) described in and who executed the Amendment, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL at office.

My commissions expires: 11/20/16

Jennifer Davidson  
NOTARY PUBLIC



WE/I BEING THE/AN OWNER(S) IN FEE SIMPLE OF THE BELOW REFERENCED LOT IN THREE RIVERS A PLANNED RESIDENTIAL SUBDIVISION WITNESS OUR MY HAND(S) on the day and date set forth by our signatures below and hereby, join, consent, and vote in favor of this Amendment which shall be binding on my/our heirs, successor, successors in title and assigns forever and shall run with the land.

Lot No. 196

Karen Trahan 12/9/13 [Signature] 12/9/13  
Print Name (Date) Sign Name (Date)

JAMES L TRAHAN 12/9/13 [Signature] 12/9/13  
Print Name (Date) Sign Name (Date)

STATE TENNESSEE  
RUTHERFORD COUNTY

On this 9 day of December, 2013 before me personally appeared Karen Trahan & James Trahan, to me known or who proved to me on the basis of satisfactory evidence to be the person(s) described in and who executed the Amendment, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL at office.

My commissions expires: 5-20-17

[Signature]  
NOTARY PUBLIC





WE/ I BEING THE/ AN OWNER(S) IN FEE SIMPLE OF THE BELOW REFERENCED LOT IN THREE RIVERS A PLANNED RESIDENTIAL SUBDIVISION WITNESS OUR/ MY HAND(S) on the day and date set forth by our signatures below and hereby, join, consent, and vote in favor of this Amendment, which shall be binding on my/ our heirs, successor, successors in title and assigns forever and shall run with the land.

Lot No. 19A

Bonnie S. Pearson / [Signature] 1-29-14  
Print Name (Date) Sign Name (Date)

Thomas William Pearson / [Signature] 2-1-14  
Print Name (Date) Sign Name (Date)

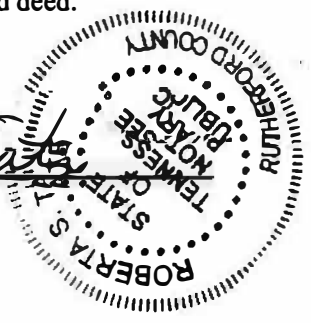
STATE TENNESSEE  
RUTHERFORD COUNTY

On this 29 day of JANUARY, 2014 before me personally appeared BONNIE S. PEARSON, to me known or who proved to me on the basis of satisfactory evidence to be the person(s) described in and who executed the Amendment, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL at office.

My commissions expires: 6-21-15

[Signature]  
NOTARY PUBLIC



STATE ~~TENNESSEE~~ ALABAMA  
~~MADISON~~ RUTHERFORD COUNTY

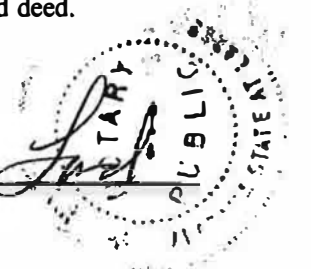
On this 1 day of February, 2014 before me personally appeared Thomas William Pearson, to me known or who proved to me on the basis of satisfactory evidence to be the person(s) described in and who executed the Amendment, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL at office.

My commissions expires: \_\_\_\_\_

My Commission Expires 04/12/2015

[Signature]  
NOTARY PUBLIC



We/I BEING THE/AN OWNER(S) IN FEE SIMPLE OF THE BELOW REFERENCED LOT IN THREE RIVERS A PLANNED RESIDENTIAL SUBDIVISION WITNESS OUR/MY HAND(S) on the day and date set forth by our signatures below and hereby, join, consent, and vote in favor of this Amendment which shall be binding on my/our heirs, successor, successors in title and assigns forever and shall run with the land.

Lot No. \_\_\_\_\_

We/I BEING THE/AN OWNER(S) IN FEE SIMPLE OF THE BELOW REFERENCED LOT IN THREE RIVERS A PLANNED RESIDENTIAL SUBDIVISION WITNESS OUR/MY HAND(S) on the day and date set forth by our signatures below and hereby, join, consent, and vote in favor of this Amendment which shall be binding on my/our heirs, successor, successors in title and assigns forever and shall run with the land.

2274 CASON LANE  
Lot No. 24B

Debbie Mullias 12/24/13 Debbie Mullias  
Print Name (Date) Sign Name (Date)

Print Name (Date) Sign Name (Date)

STATE TENNESSEE  
RUTHERFORD COUNTY

On this 12th day of December, 2013 before me personally appeared Debbie Mullias, to me known or who proved to me on the basis of satisfactory evidence to be the person(s) described in and who executed the Amendment, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL at office.

My commissions expires: 10/24/2017

Christie Lynn Taylor  
NOTARY PUBLIC



STATE TENNESSEE  
RUTHERFORD COUNTY

On this \_\_\_\_ day of \_\_\_\_\_, 2013 before me personally appeared \_\_\_\_\_, to me known or who proved to me on the basis of satisfactory evidence to be the person(s) described in and who executed the Amendment, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL at office.

My commissions expires: \_\_\_\_\_

NOTARY PUBLIC

We/ I BEING THE/AN OWNER(S) IN FEE SIMPLE OF THE BELOW REFERENCED LOT IN THREE RIVERS A PLANNED RESIDENTIAL SUBDIVISION WITNESS OUR/ MY HAND(S) on the day and date set forth by our signatures below and hereby, join, consent, and vote in favor of this Amendment which shall be binding on my/our heirs, successor, successors in title and assigns forever and shall run with the land.

Lot No. 58  
Land Development, Corp, Inc.

B: [Signature] \_\_\_\_\_  
Print Name \_\_\_\_\_ (Date) Sign Name \_\_\_\_\_ (Date)

Ardayan Afrakteh \_\_\_\_\_  
Print Name \_\_\_\_\_ (Date) Sign Name \_\_\_\_\_ (Date)

STATE TENNESSEE  
RUTHERFORD COUNTY

On this 31<sup>st</sup> day of January, 2018<sup>4</sup> before me personally appeared Ardayan Afrakteh as Member of Land Development, Corp, Inc. to the knowledge of \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) described in and who executed the Amendment, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL at office.

My commissions expires: 11/20/16

[Signature]  
NOTARY PUBLIC

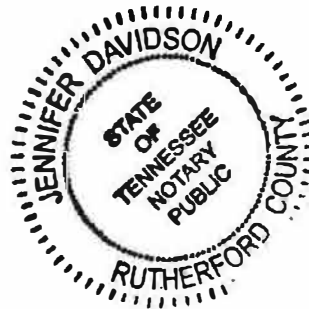
STATE OF TENNESSEE  
COUNTY OF RUTHERFORD

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Ardavan Afrakteh, with whom I am personally acquainted, and who upon his oath acknowledged himself to be President of Land Development.com, Inc., and Ardavan Afrakteh as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of Land Development.com, Inc. by himself as such President.

WITNESS MY HAND and official seal at my office on this the 31st day of January, 2014.

*Jennifer Davidson*  
NOTARY PUBLIC

My commission expires: 11/20/16



We/ I BEING THE/ AN OWNER(S) IN FEE SIMPLE OF THE BELOW REFERENCED LOT IN THREE RIVERS A PLANNED RESIDENTIAL SUBDIVISION WITNESS OUR/ MY HAND(S) on the day and date set forth by our signatures below and hereby, join, consent, and vote in favor of this Amendment which shall be binding on my/ our heirs, successor, successors in title and assigns forever and shall run with the land.

Lot No 88 <sup>(C100)</sup>  
~~PEACOCK~~  
Celeste Peaco Middleton

Celeste Peaco Middleton 2/5/14  
(Date) Sign Name (Date)

Michael Middleton  
Print Name

[Signature] 2/7/14  
(Date) Sign Name (Date)

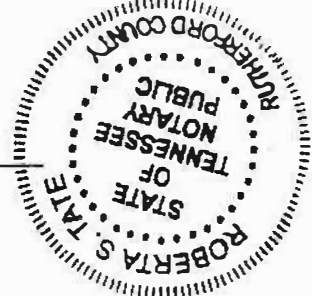
STATE TENNESSEE  
RUTHERFORD COUNTY

On this 5 day of February, 2014 before me personally appeared Celeste ~~Peaco~~ <sup>Peacock</sup> Middleton, to me known or who proved to me on the basis of satisfactory evidence to be the person(s) described in and who executed the Amendment, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL at office.

My commissions expires: 6-21-15

Roberta S. Tate  
NOTARY PUBLIC



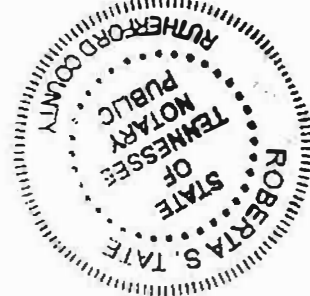
STATE TENNESSEE  
RUTHERFORD COUNTY

On this 7 day of February, 2014 before me personally appeared Michael Middleton, to me known or who proved to me on the basis of satisfactory evidence to be the person(s) described in and who executed the Amendment, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL at office.

My commissions expires: 6-21-15

Roberta S. Tate  
NOTARY PUBLIC



WE/I BEING THE/AN OWNER(S) IN FEE SIMPLE OF THE BELOW REFERENCED LOT IN THREE RIVERS A PLANNED RESIDENTIAL SUBDIVISION WITNESS OUR/MY HAND(S) on the day and date set forth by our signatures below and hereby, join, consent, and vote in favor of this Amendment which shall be binding on my/our heirs, successor, successors in title and assigns forever and shall run with the land.

Lot No. 59 12-9-13  
MICHAEL B. HAZETT [Signature] 12-9-13  
Print Name (Date) Sign Name (Date)

\_\_\_\_\_  
Print Name (Date) Sign Name (Date)

STATE TENNESSEE  
RUTHERFORD COUNTY

On this 9 day of December, 2013 before me personally appeared Michael B. Hazett, to me known or who proved to me on the basis of satisfactory evidence to be the person(s) described in and who executed the Amendment, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL at office.

My commissions expires: 5-20-17 Elaine Clifton  
NOTARY PUBLIC



We/I BEING THE/AN OWNER(S) IN FEE SIMPLE OF THE BELOW REFERENCED LOT IN THREE RIVERS A PLANNED RESIDENTIAL SUBDIVISION WITNESS OUR/ MY HAND(S) on the day and date set forth by our signatures below and hereby, join, consent, and vote in favor of this Amendment which shall be binding on my/our heirs, successor, successors in title and assigns forever and shall run with the land.

Lot No. 2411 Casa Lane

We/I BEING THE/AN OWNER(S) IN FEE SIMPLE OF THE BELOW REFERENCED LOT IN THREE RIVERS A PLANNED RESIDENTIAL SUBDIVISION WITNESS OUR/ MY HAND(S) on the day and date set forth by our signatures below and hereby, join, consent, and vote in favor of this Amendment which shall be binding on my/our heirs, successor, successors in title and assigns forever and shall run with the land.

Lot No. 91 2411 Casa Lane

TERESA L. BUSH #1-09-14 Teresa L. Bush 1-09-14  
Print Name (Date) Sign Name (Date)

Robert L. Bush 1/9/14 Robert L. Bush 1/9/14  
Print Name (Date) Sign Name (Date)

STATE TENNESSEE  
RUTHERFORD COUNTY

On this 9th day of January, 2013 before me personally appeared Teresa L. & Robert L. Bush, to me known or who proved to me on the basis of satisfactory evidence to be the person(s) described in and who executed the Amendment, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL at office.

My commissions expires: 10/24/2017

Christie Lynn Taylor  
NOTARY PUBLIC



STATE TENNESSEE  
RUTHERFORD COUNTY

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013 before me personally appeared \_\_\_\_\_, to me known or who proved to me on the basis of satisfactory evidence to be the person(s) described in and who executed the Amendment, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL at office.

My commissions expires: \_\_\_\_\_

NOTARY PUBLIC

We/ I BEING THE/ AN OWNER(S) IN FEE SIMPLE OF THE BELOW REFERENCED LOT IN THREE RIVERS A PLANNED RESIDENTIAL SUBDIVISION WITNESS OUR/ MY HAND(S) on the day and date set forth by our signatures below and hereby, join, consent, and vote in favor of this Amendment which shall be binding on my/ our heirs, successor, successors in title and assigns forever and shall run with the land.

Lot No. 92

WILLIAM L. TAYLOR II 12/9/13  
Print Name (Date)

William L Taylor II 12/9/13  
Sign Name (Date)

Print Name

(Date)

Sign Name

(Date)

STATE TENNESSEE  
RUTHERFORD COUNTY

On this 9 day of December, 2013 before me personally appeared William Taylor, to me known or who proved to me on the basis of satisfactory evidence to be the person(s) described in and who executed the Amendment, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL at office.

My commissions expires: 5-20-17

Elaine Clifton  
NOTARY PUBLIC





WE/I BEING THE/AN OWNER(S) IN FEE SIMPLE OF THE BELOW REFERENCED LOT IN THREE RIVERS A PLANNED RESIDENTIAL SUBDIVISION WITNESS OUR/MY HAND(S) on the day and date set forth by our signatures below and hereby, join, consent, and vote in favor of this Amendment which shall be binding on my/our heirs, successor, successors in title and assigns forever and shall run with the land.

Lot No. 61

Bill Rhodes 12-12-13 [Signature] 12-12-13  
Print Name (Date) Sign Name (Date)

\_\_\_\_\_  
Print Name (Date) Sign Name (Date)

STATE TENNESSEE  
RUTHERFORD COUNTY

On this 12 day of December, 2013 before me personally appeared Bill Rhodes, to me known or who proved to me on the basis of satisfactory evidence to be the person(s) described in and who executed the Amendment, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL at office.

My commissions expires: 5-20-17

[Signature]  
NOTARY PUBLIC



STATE OF TENNESSEE  
COUNTY OF RUTHERFORD

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared WB Rhodes, with whom I am personally acquainted, and who upon his oath acknowledged himself to be a member of Comfort Design Homes, LLC, and WB Rhodes as such member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of Comfort Design Homes, LLC by himself as such member.

WITNESS MY HAND and official seal at my office on this the 12<sup>th</sup> day of December, 2013.

  
NOTARY PUBLIC

My commission expires: 5/20/17



WE BEING THE/AN OWNER(S) IN FEE SIMPLE OF THE BELOW REFERENCED LOT IN THREE RIVERS A PLANNED RESIDENTIAL SUBDIVISION WITNESS OUR MY HAND(S) on the day and date set forth by our signatures below and hereby, join, consent, and vote in favor of this Amendment which shall be binding on my/our heirs, successor, successors in title and assigns forever and shall run with the land.

Lot No. 93

Jeremy Kane Wiggins 2/2/14 [Signature] 2/2/14  
Print Name (Date) Sign Name (Date)  
Brittney K. Grider 2/2/14 [Signature] 2/2/14  
Print Name (Date) Sign Name (Date)

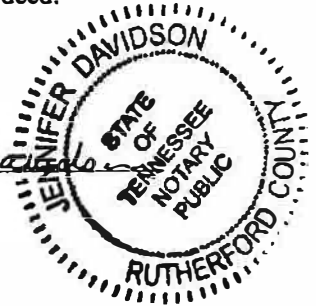
STATE TENNESSEE  
RUTHERFORD COUNTY

On this 2<sup>nd</sup> day of February, 2014 before me personally appeared Jeremy Kane Wiggins, to me known or who proved to me on the basis of satisfactory evidence to be the person(s) described in and who executed the Amendment, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL at office.

My commissions expires: 11/20/14

[Signature]  
NOTARY PUBLIC



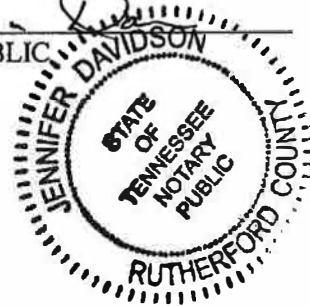
STATE TENNESSEE  
RUTHERFORD COUNTY

On this 2<sup>nd</sup> day of February, 2014 before me personally appeared Brittney K. Grider, to me known or who proved to me on the basis of satisfactory evidence to be the person(s) described in and who executed the Amendment, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL at office.

My commissions expires: 11/20/14

[Signature]  
NOTARY PUBLIC



We/ I BEING THE/ AN OWNER(S) IN FEE SIMPLE OF THE BELOW REFERENCED LOT IN THREE RIVERS A PLANNED RESIDENTIAL SUBDIVISION WITNESS OUR/ MY HAND(S) on the day and date set forth by our signatures below and hereby, join, consent, and vote in favor of this Amendment which shall be binding on my/ our heirs, successor, successors in title and assigns forever and shall run with the land.

Lot No. 94 2431

Andrew Jones 12/9/13 Andrew Jones  
Print Name (Date) Sign Name (Date)

LaJure Jones 12/9/13 LaJure Jones 12/9/13  
Print Name (Date) Sign Name (Date)

STATE TENNESSEE  
RUTHERFORD COUNTY

On this 9 day of December, 2013 before me personally appeared Andrew and LaJure Jones, to me known or who proved to me on the basis of satisfactory evidence to be the person(s) described in and who executed the Amendment, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL at office.

My commissions expires: 5-20-17

Eloise Clifton  
NOTARY PUBLIC



We/I BEING THE/AN OWNER(S) IN FEE SIMPLE OF THE BELOW REFERENCED LOT IN THREE RIVERS A PLANNED RESIDENTIAL SUBDIVISION WITNESS OUR/MY HAND(S) on the day and date set forth by our signatures below and hereby, join, consent, and vote in favor of this Amendment which shall be binding on my/our heirs, successor, successors in title and assigns forever and shall run with the land.

Lot No. 63 2436 CASO4 LANE  
JAMES W. ORR 12/9/13 [Signature]  
Print Name (Date) Sign Name (Date)

Holly Orr 12/9/13 [Signature] 12/9/13  
Print Name (Date) Sign Name (Date)

STATE TENNESSEE  
RUTHERFORD COUNTY

On this 9 day of December, 2013 before me personally appeared James Orr & Holly Orr, to me known or who proved to me on the basis of satisfactory evidence to be the person(s) described in and who executed the Amendment, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL at office.

My commissions expires: 5-20-13

Elaine Clifton  
NOTARY PUBLIC



We/I BEING THE/AN OWNER(S) IN FEE SIMPLE OF THE BELOW REFERENCED LOT IN THREE RIVERS A PLANNED RESIDENTIAL SUBDIVISION WITNESS OUR/MY HAND(S) on the day and date set forth by our signatures below and hereby, join, consent, and vote in favor of this Amendment which shall be binding on my/our heirs, successor, successors in title and assigns forever and shall run with the land.

Lot No. 64

Bill Rhodes 12-12-13 [Signature] 12-12-13  
Print Name (Date) Sign Name (Date)

\_\_\_\_\_  
Print Name (Date) Sign Name (Date)

STATE TENNESSEE  
RUTHERFORD COUNTY

On this 12 day of December, 2013 before me personally appeared \_\_\_\_\_, to me known or who proved to me on the basis of satisfactory evidence to be the person(s) described in and who executed the Amendment, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL at office.

My commissions expires: 5-20-17

[Signature]  
NOTARY PUBLIC



STATE OF TENNESSEE  
COUNTY OF RUTHERFORD

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared WB Rhodes, with whom I am personally acquainted, and who upon his oath acknowledged himself to be a member of Comfort Design Homes, LLC, and WB Rhodes as such member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of Comfort Design Homes, LLC by himself as such member.

WITNESS MY HAND and official seal at my office on this the 12<sup>th</sup> day of December, 2013.

  
NOTARY PUBLIC

My commission expires: 5/20/17







STATE OF TENNESSEE  
COUNTY OF RUTHERFORD

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared WB Rhodes, with whom I am personally acquainted, and who upon his oath acknowledged himself to be a member of Comfort Design Homes, LLC, and WB Rhodes as such member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of Comfort Design Homes, LLC by himself as such member.

WITNESS MY HAND and official seal at my office on this the 12<sup>th</sup> day of December, 2013.

  
NOTARY PUBLIC

My commission expires: 5/20/17



W&I BEING THE/AN OWNER(S) IN FEE SIMPLE OF THE BELOW REFERENCED LOT IN THREE RIVERS A PLANNED RESIDENTIAL SUBDIVISION WITNESS OUR MY HAND(S) on the day and date set forth by our signatures below and hereby, join, consent, and vote in favor of this Amendment which shall be binding on my/our heirs, successor, successors in title and assigns forever and shall run with the land.

Lot No. 101

Lauren M. Hensel 1/10/14 Lauren M. Hensel 1/10/14  
Print Name (Date) Sign Name (Date)

\_\_\_\_\_  
Print Name (Date) Sign Name (Date)

STATE TENNESSEE  
RUTHERFORD COUNTY

On this 10<sup>th</sup> day of January, 2014 before me personally appeared Lauren M. Hensel, to me known or who proved to me on the basis of satisfactory evidence to be the person(s) described in and who executed the Amendment, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL at office.

My commissions expires 1/20/16



Jennifer Davidson  
NOTARY PUBLIC

We/I BEING THE/AN OWNER(S) IN FEE SIMPLE OF THE BELOW REFERENCED LOT IN THREE RIVERS A PLANNED RESIDENTIAL SUBDIVISION WITNESS OUR/MY HAND(S) on the day and date set forth by our signatures below and hereby, join, consent, and vote in favor of this Amendment which shall be binding on my/our heirs, successor, successors in title and assigns forever and shall run with the land.

Lot No. 66

BILL THOMAS 12-12-13 W B Thomas 12-12-13  
Print Name (Date) Sign Name (Date)

\_\_\_\_\_  
Print Name (Date) Sign Name (Date)

STATE TENNESSEE  
RUTHERFORD COUNTY

On this 12 day of December, 2013 before me personally appeared \_\_\_\_\_, to me known or who proved to me on the basis of satisfactory evidence to be the person(s) described in and who executed the Amendment, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL at office.

My commissions expires: 5-20-17

Elaine Clifton  
NOTARY PUBLIC



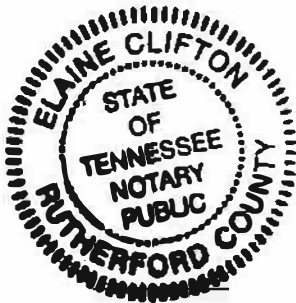
STATE OF TENNESSEE  
COUNTY OF RUTHERFORD

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared WB Rhodes, with whom I am personally acquainted, and who upon his oath acknowledged himself to be a member of Comfort Design Homes, LLC, and WB Rhodes as such member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of Comfort Design Homes, LLC by himself as such member.

WITNESS MY HAND and official seal at my office on this the 12<sup>th</sup> day of December, 2013.

  
NOTARY PUBLIC

My commission expires: 5/20/17



W/ I BEING THE/AN OWNER(S) IN FEE SIMPLE OF THE BELOW REFERENCED LOT IN THREE RIVERS A PLANNED RESIDENTIAL SUBDIVISION WITNESS OUR MY HAND(S) on the day and date set forth by our signatures below and hereby, join, consent, and vote in favor of this Amendment which shall be binding on my/our heirs, successor, successors in title and assigns forever and shall run with the land.

Lot No. 102

Shirley Graves 12-9-13 Shirley Graves 12-9-13  
Print Name (Date) Sign Name (Date)

\_\_\_\_\_  
Print Name (Date) Sign Name (Date)

STATE TENNESSEE  
RUTHERFORD COUNTY

On this 9 day of December, 2013 before me personally appeared Shirley Graves, to me known or who proved to me on the basis of satisfactory evidence to be the person(s) described in and who executed the Amendment, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL at office.

My commissions expires: 5-20-13

Elaine Clifton  
NOTARY PUBLIC



WE/ I BEING THE/AN OWNER(S) IN FEE SIMPLE OF THE BELOW REFERENCED LOT IN THREE RIVERS A PLANNED RESIDENTIAL SUBDIVISION WITNESS OUR/MY HAND(S) on the day and date set forth by our signatures below and hereby, join, consent, and vote in favor of this Amendment which shall be binding on my/our heirs, successor, successors in title and assigns forever and shall run with the land.

Lot No. 103 - 2465 Cason Lane

April Hall 12/9/13 April Hall 12/9/13  
Print Name (Date) Sign Name (Date)

\_\_\_\_\_  
Print Name (Date) Sign Name (Date)

STATE TENNESSEE  
RUTHERFORD COUNTY

On this 9 day of December 2013 before me personally appeared April Hall, to me known or who proved to me on the basis of satisfactory evidence to be the person(s) described in and who executed the Amendment, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL at office.

My commissions expires: 5-20-17

Elaine Clifton  
NOTARY PUBLIC



We/I BEING THE/AN OWNER(S) IN FEE SIMPLE OF THE BELOW REFERENCED LOT IN THREE RIVERS A PLANNED RESIDENTIAL SUBDIVISION WITNESS OUR/MY HAND(S) on the day and date set forth by our signatures below and hereby, join, consent, and vote in favor of this Amendment which shall be binding on my/our heirs, successor, successors in title and assigns forever and shall run with the land.

Lot No. (2)

EVAN DOUGLAS, member of Valley Construction, LLC 1/15/14  
Print Name (Date) Sign Name (Date)

Print Name (Date) Sign Name (Date)

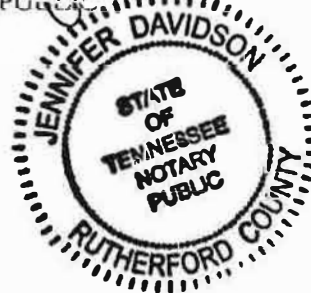
STATE TENNESSEE  
RUTHERFORD COUNTY

On this 15<sup>th</sup> day of January, 2013<sup>4</sup> before me personally appeared Evan Douglas as member of Valley Construction, LLC to me known or who proved to me on the basis of satisfactory evidence to be the person(s) described in and who executed the Amendment, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL at office.

My commissions expires: 11/20/16


Jennifer Davidson  
NOTARY PUBLIC



STATE OF TENNESSEE  
COUNTY OF RUTHERFORD

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Evan Douglas, with whom I am personally acquainted, and who upon his oath acknowledged himself to be a member of Valley Construction, LLC, and Evan Douglas as such member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of Valley Construction, LLC by himself as such member.

WITNESS MY HAND and official seal at my office on this the 15th day of January, 2014.

  
NOTARY PUBLIC

My commission expires: 11/20/16





We/ I BEING THE/ AN OWNER(S) IN FEE SIMPLE OF THE BELOW REFERENCED LOT IN THREE RIVERS A PLANNED RESIDENTIAL SUBDIVISION WITNESS OUR/ MY HAND(S) on the day and date set forth by our signatures below and hereby, join, consent, and vote in favor of this Amendment which shall be binding on my/ our heirs, successor, successors in title and assigns forever and shall run with the land.

Lot No 108

Mid South Land Holdings, LLC

By: Mai Abu Attiyeh  
~~Evan Douglas, Authorized Member~~  
MAI ABUATTIYEH

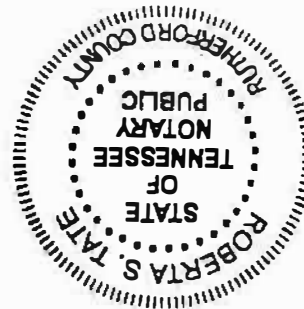
STATE OF TENNESSEE  
COUNTY OF RUTHERFORD

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Evan Douglas, with whom I am personally acquainted, and who upon his oath acknowledged himself to be an authorized of Mid South Land Holdings, LLC and Evan Douglas as such authorized member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of Mid South Land Holdings, LLC by himself as such authorized Member.

WITNESS MY HAND and official seal at my office on this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Roberta S. Tate  
NOTARY PUBLIC

My commission expires: 6-21-15



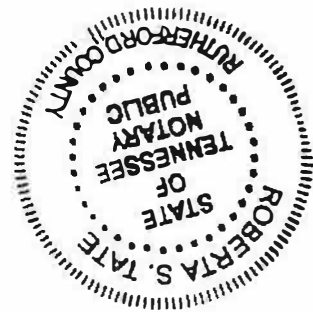
STATE OF TENNESSEE  
COUNTY OF RUTHERFORD

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Mai Abu Attiyeh, with whom I am personally acquainted, and who upon her oath acknowledged herself to be an authorized member of Mid South Land Holdings, LLC and Mai Abu Attiyeh as such authorized member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of Mid South Land Holdings, LLC by herself as such authorized Member.

WITNESS MY HAND and official seal at my office on this the 4 day of FEBRUARY, 2014.

Roberta S. Tate  
NOTARY PUBLIC

My commission expires: 6-21-15



WE/I BEING THE/AN OWNER(S) IN FEE SIMPLE OF THE BELOW REFERENCED LOT IN THREE RIVERS A PLANNED RESIDENTIAL SUBDIVISION WITNESS OUR/MY HAND(S) on the day and date set forth by our signatures below and hereby, join, consent, and vote in favor of this Amendment which shall be binding on my/our heirs, successor, successors in title and assigns forever and shall run with the land.

Lot No 109

Mid South Land Holdings, LLC

By: Mari Abu Attiyeh  
Evan Douglas, Authorized Member  
~~MARI ABUATTIYEH~~

STATE OF TENNESSEE  
COUNTY OF RUTHERFORD

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Evan Douglas, with whom I am personally acquainted, and who upon his oath acknowledged himself to be an authorized of Mid South Land Holdings, LLC and Evan Douglas as such authorized member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of Mid South Land Holdings, LLC by himself as such authorized Member.

WITNESS MY HAND and official seal at my office on this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Mari A. Tate  
NOTARY PUBLIC

My commission expires: 6-21-15



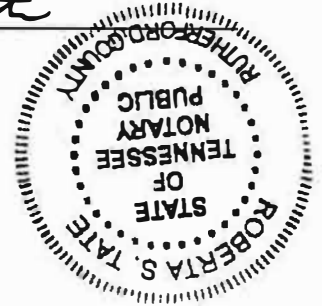
STATE OF TENNESSEE  
COUNTY OF RUTHERFORD

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Mai Abu Attiyeh, with whom I am personally acquainted, and who upon her oath acknowledged herself to be an authorized member of Mid South Land Holdings, LLC and Mai Abu Attiyeh as such authorized member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of Mid South Land Holdings, LLC by herself as such authorized Member.

WITNESS MY HAND and official seal at my office on this the 4 day of FEBRUARY, 2014.

Roberta S. Tate  
NOTARY PUBLIC

My commission expires: 6-21-15



WE/I BEING THE/AN OWNER(S) IN FEE SIMPLE OF THE BELOW REFERENCED LOT IN THREE RIVERS A PLANNED RESIDENTIAL SUBDIVISION WITNESS OUR/MY HAND(S) on the day and date set forth by our signatures below and hereby, join, consent, and vote in favor of this Amendment which shall be binding on my/our heirs, successor, successors in title and assigns forever and shall run with the land.

Lot No 110

Mid South Land Holdings, LLC

By: Mai Abu Attiyeh  
~~Evan Douglas, Authorized Member~~  
MAI ABUATTIYEH

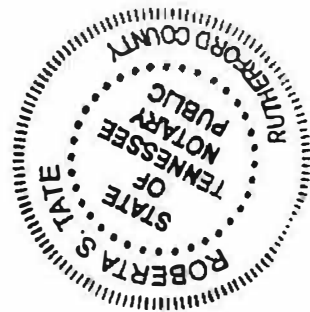
STATE OF TENNESSEE  
COUNTY OF RUTHERFORD

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Evan Douglas, with whom I am personally acquainted, and who upon his oath acknowledged himself to be an authorized of Mid South Land Holdings, LLC and Evan Douglas as such authorized member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of Mid South Land Holdings, LLC by himself as such authorized Member.

WITNESS MY HAND and official seal at my office on this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Mr. B. Tate  
NOTARY PUBLIC

My commission expires: 6-21-15



STATE OF TENNESSEE  
COUNTY OF RUTHERFORD

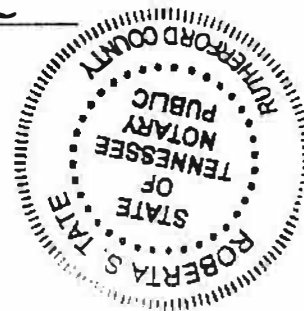
Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Mai Abu Attiyeh, with whom I am personally acquainted, and who upon her oath acknowledged herself to be an authorized member of Mid South Land Holdings, LLC and Mai Abu Attiyeh as such authorized member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of Mid South Land Holdings, LLC by herself as such authorized Member.

WITNESS MY HAND and official seal at my office on this the 4 day of FEBRUARY, 2014.

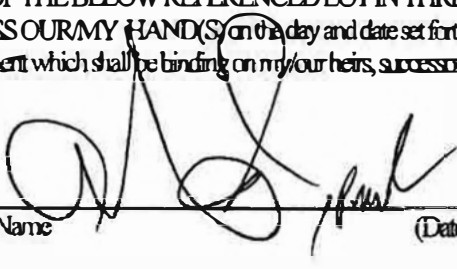
*Roberta S. Tate*

NOTARY PUBLIC

My commission expires: 6-21-15



We/ I BEING THE/ AN OWNER(S) IN FEE SIMPLE OF THE BELOW REFERENCED LOT IN THREE RIVERS A PLANNED RESIDENTIAL SUBDIVISION WITNESS OUR/ MY HAND(S) on the day and date set forth by our signatures below and hereby, join, consent, and vote in favor of this Amendment which shall be binding on my/ our heirs, successor, successors in title and assigns forever and shall run with the land.

Lot No. 12-27-1  
Land Development, Inc.  12-27-1  
Print Name \_\_\_\_\_ (Date) \_\_\_\_\_ Sign Name \_\_\_\_\_ (Date) \_\_\_\_\_  
Ardavan Afrakteh

Print Name \_\_\_\_\_ (Date) \_\_\_\_\_ Sign Name \_\_\_\_\_ (Date) \_\_\_\_\_

STATE TENNESSEE  
RUTHERFORD COUNTY

On this 30 day of DECEMBER, 2013 before me personally appeared ARDAVAN AFRAKTEH, PRESIDENT, LAND DEVELOPMENT, INC., to me known or who proved to me on the basis of satisfactory evidence to be the person(s) described in and who executed the Amendment, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL at office.

My commissions expires: 6-21-15

NOTARY PUBLIC



(Additional owner signature pages to follow)

STATE OF TENNESSEE  
COUNTY OF RUTHERFORD

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Ardavan Afrakteh, with whom I am personally acquainted, and who upon his oath acknowledged himself to be President of Land Development.com, Inc., and Ardavan Afrakteh as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of Land Development.com, Inc. by himself as such President.

WITNESS MY HAND and official seal at my office on this the 30th day of December, 2013.

Mr. L. Tate  
NOTARY PUBLIC

My commission expires: 6-21-15

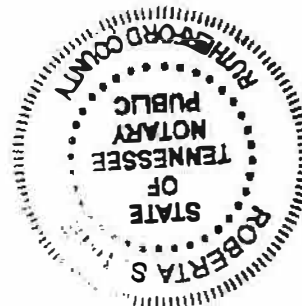




EXHIBIT /

Three Rivers Lots (LPP Mortgage Ltd.)

Sec.	Lot
1	12
1	14
1	15
1	16
1	17
1	18
1	20
1	21
1	22
1	28
1	29
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2	71
2	72
2	73
2	74
2	75
2	76
2	77
2	78
2	79
2	80
2	81

Sec.	Lot
2	82
2	83
2	84
2	112
2	113
2	114
2	115
2	116
2	117
2	118
2	119
2	120
2	121
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Sec.	Lot
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3	187
3	188
3	189
3	190
3	191
3	192
3	193
3	194
3	195
3	196
3	197
3	198
Total	136 Lots

Prepared By:  
Cope, Hudson, Reed & McCreary, PLLC  
16 Public Square N.  
Murfreesboro, TN 37130  
615-893-5522

Heather Dawbarn, Register  
Rutherford County Tennessee  
Rec #: 777066  
Rec'd: 15.00 Instrument #: 1893716  
State: 0.00  
Clerk: 0.00 Recorded  
Other: 2.00 3/20/2014 at 12:33 PM  
Total: 17.00 in  
Record Book 1283 Pgs 3183-3185

**CONSENT OF ORIGINAL DECLARANTS TO AMENDMENT OF DECLARATION  
OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THREE RIVERS**

This Consent of Original Declarants to Amendment of Declaration of Covenants, Conditions, and Restrictions For Three Rivers is made and executed this 5<sup>th</sup> day of March, 2014 by South 64 Joint Venture, a joint venture, and Three Rivers of Rutherford, LLC, a Tennessee limited liability company (collectively hereinafter "Original Declarants").

**WITNESSETH:**

**WHEREAS**, Original Declarants were the original Declarants under the Declaration of Covenants, Conditions, and Restrictions for Three Rivers, a Planned Residential Community which is of record in Record Book 592, page 1033, of the Register's Office of Rutherford County, Tennessee which was subsequently corrected, amended, supplemented, and ratified by instruments of record in Record Book 600, page 1626, Record Book 674, page 1009, Record Book 755, page 3315, Record Book 794, page 2501, Record Book 894, page 2410, and Record Book 1046, page 2095 of the Register's Office of Rutherford County, Tennessee (collectively the "Declaration"); and

**WHEREAS**, an Amendment to the Declaration has been executed by the written consent of more than 75% of the total eligible votes in the Three Rivers Homeowners Association, Inc. which is being recorded simultaneously herewith; and

**WHEREAS**, Original Declarants desire to indicate their consent, approval, and ratification of the Amendment to the Declaration if, and to the extent, that is necessary;

**NOW, THEREFORE**, the undersigned Original Declarants hereby agree:

Original Declarants hereby consent, approve, and ratify the Amendment to the Declaration recorded simultaneously herewith in Record Book 1283, page 3126 of the Registers Office of Rutherford County, Tennessee.

EXECUTED on the date first written above.

"ORIGINAL DECLARANTS"

SOUTH 64 JOINT VENTURE, a joint venture

By: Clair D. Vanderschaaf

Clair D. Vanderschaaf

Title: Chief Joint Venturer

THREE RIVERS RUTHERFORD, LLC, a Tennessee limited liability company

By: Clair D. Vanderschaaf

Clair D. Vanderschaaf

Title: Chief Manager

STATE OF TENNESSEE

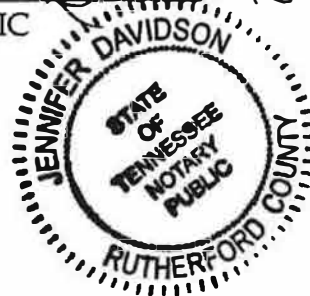
COUNTY OF RUTHERFORD

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Clair D. Vanderschaaf, with whom I am personally acquainted, and who upon his oath acknowledged himself to be the Chief Joint Venturer of South 64 Joint Venture and Clair D. Vanderschaaf as such Chief Joint Venturer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of South 64 Joint Venture by himself as such Chief Joint Venturer.

WITNESS MY HAND and official seal at my office on this the 5<sup>th</sup> day of March, 2014.

My commission expires: 11/20/16

Jennifer Davidson  
NOTARY PUBLIC



STATE OF TENNESSEE

COUNTY OF RUTHERFORD

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Clair D. Vanderschaaf, with whom I am personally acquainted, and who upon his oath acknowledged himself to be the Chief Manager of Three Rivers Rutherford, LLC and Clair D. Vanderschaaf as such Chief Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of Three Rivers Rutherford, LLC by himself as such Chief Manager.

WITNESS MY HAND and official seal at my office on this the 5<sup>th</sup> day of March, 2014.

Jennifer Davidson  
NOTARY PUBLIC

My commission expires: 11/20/14

