

Section 2A, Phase 1A

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Heather Dawbarn, Register
Rutherford County Tennessee
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**SUPPLEMENTAL DECLARATION
TO
DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR THREE RIVERS PLANNED RESIDENTIAL
SUBDIVISION**

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THREE RIVERS PLANNED RESIDENTIAL SUBDIVISION (this "Declaration") is made effective the 27 day of Oct., 2020, by STAR LAND COMPANY, LLC, a Tennessee limited liability company ("Owner").

WITNESSETH:

WHEREAS, the Property, as hereinafter defined, is subject to that certain Declaration of Covenants, Conditions and Restrictions for Three Rivers Planned Residential Subdivision recorded at Book 592, page 1029, in the Register's Office for Rutherford County, Tennessee, as corrected, amended and supplemented from time to time (the "Declaration"); and

WHEREAS, the Declaration contemplated and permitted the addition of additional property from the Development, as defined therein, pursuant to one or more Supplemental Declarations; and

WHEREAS, Owner desires that the real property set forth on Exhibit A attached hereto (the "Additional Property") be added to the Development and that the Additional Property be subjected to the Declaration and held, sold and conveyed subject to the provisions of this Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the Additional Property shall be held, sold, and conveyed subject to the Declaration and to the easements, restrictions, covenants and conditions set forth therein.

**ARTICLE I
ADDITIONAL PROPERTY**

Section 1. Additional Property. The Additional Property is hereby made a part of the Development to be known generally as Section 2A, Phase 1A of the Development. Capitalized words used herein and not otherwise defined shall have the meaning given in the Declaration.

**ARTICLE II
COMMON MAINTENANCE**

Section 1. Landscape Maintenance. In addition to other services that may be provided, the Three Rivers Homeowners Association, Inc. (the "Association") shall maintain all areas which

are not enclosed by a fence or wall of the yards of all Homesites within the Additional Property so as to ensure an aesthetically pleasing, uniform, standard of maintenance, as directed by the Association Board, which maintenance shall include the cutting of grass and trimming of shrubbery, trees, and plantings installed and watered by the Owners of such Homesites; provided, however, that nothing herein shall be construed to require the Association to install, plant, replace, any grass, shrubbery, trees, or any other plantings or otherwise be responsible for the same, or to maintain or install any fencing. Additionally, the Association will maintain the irrigation of the front yards of all residences. Further, any Owner who desires to install fencing must comply with Declaration's requirements for architectural approval.

Section 2. Additional Assessment. The Association shall assess each lot within the Additional Property an additional amount for the maintenance as described in Article II, Section 1 of this Supplemental Declaration.

ARTICLE III EASEMENT FOR FENCING

Section 1. Easement. To the extent any fencing is installed within the Additional Property along an alley that is adjacent to the Homesites within the Additional Property, there is hereby reserved to the Association a perpetual easement of construction, placement and maintenance for such fencing of sufficient width and length as may be appropriate for such purposes.

ARTICLE IV GENERAL PROVISIONS

Section 1. Severability. Invalidation of any one of the provisions of this Supplemental Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect. Each covenant and restrictions shall be enforced to the fullest extent permitted by law.

Section 2. Controlling Law. This Supplemental Declaration shall be interpreted and enforced according to the laws of the State of Tennessee.

Section 3. Effectiveness. This Supplemental Declaration shall be effective upon recordation in the Register's Office of Sumner County, Tennessee.

Section 4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meaning given in the Declaration.

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