



20150122-0006403

**AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
ARBOR CREST**

WHEREAS, **Arbor Crest** is a subdivision in Davidson County, being of record in Instrument No. 20071129-0138522, Register's Office for Davidson County, Tennessee (herein sometimes referred to as "Property"); and

WHEREAS, the "Declaration of Covenants, Conditions, and Restrictions for Arbor Crest" are recorded in **Instrument No. 20081201-0116546**, said Register's Office (herein "Declaration"); and

WHEREAS, KDS Investments General Partnership (herein sometimes referred to as either "KDS" or "Declarant") is the owner of at least ninety percent (90%) of the lots in Arbor Crest;

NOW, THEREFORE, KDS hereby declares that all of the Property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each owner thereof.

- 1) That the preamble content above is true and correct.
- 2) That KDS is the record owner of Property.
- 3) That we are authorized to execute this Amendment.
- 4) That we hereby amend the Declaration to provide as follows:

- a) Article I, Definitions, is amended by adding the following language at the end thereof as a new Section 12:

Section 12: "Homebuilder" shall mean the either the person or entity that is the first purchaser of a vacant lot from KDS. Once purchased, the Homebuilder shall be an owner or homeowner.

- b) Article III, Membership and Voting Rights, Section 2 Voting, is amended by deleting the following language:

Class B. The Class B Member shall be Declarant and shall be entitled to six (6) votes for each Lot owned. The Class B membership shall cease and be converted to Class A Membership upon the earlier of (1) when seventy-five (75) percent of the lots are deeded to Homeowners; or (2) December 31, 2012.

and substituting instead the following language:

Class B. The Class B Member shall be Declarant and shall be entitled to six (6) votes for each Lot owned. The Class B membership shall cease and be converted to Class A Membership upon the earlier of (1) when one hundred (100) percent of the lots are deeded to Homeowners; or (2) December 31, 2018.

- c) Article IV, Maintenance Assessments, Section 3 Initial and Annual Assessments, Subparagraph (a), is amended by deleting the following language:

Subsequent assessments shall be on an annual basis due on January 1 of each year in the amount of \$300.00 per year, until changed by the Association as provided in Section IV.

and substituting instead the following language:

Subsequent assessments shall be on an annual basis due on January 1 of each year in the amount of \$420.00 per year, until changed by the Association as provided in Section IV. The lot Owner may pay the annual assessment in monthly installments of Thirty-Five Dollars (\$35.00) each. However, when any lot is purchased by a Homebuilder, then Homebuilder agrees to pay a one-time assessment at closing of \$350.00, and no further assessment shall be due from Homebuilder for one year after the purchase date. This provision is personal to the first Homebuilder. When Homebuilder sells a lot to a homeowner or other third party purchaser before the first year anniversary of the Homebuilder's purchase date, then annual dues of \$420.00 (or whatever the annual dues are) shall be prorated at closing for the remainder of the calendar year, collected at closing, and paid to the Association. The new owner, lot owner, or third party purchaser shall pay the annual dues from the following calendar year forward from closing. If Homebuilder sells a lot to a homeowner or other third party purchaser after the first year anniversary of Homebuilder's purchase date, then annual dues of \$420.00 (or whatever the annual dues are for) shall be prorated at closing for the calendar year, collected at closing, and paid to the Association. Regardless of the foregoing, on the anniversary of one year and six months from Homebuilder's purchase, annual assessments will commence against any lot.

- d) Article IV, Maintenance Assessments, Section 4 Maximum Annual Assessment, Subparagraph (a), is amended by deleting the following language:

January 1, 2008

And substituting instead the following language:

January 1, 2015

- e) Article IV, Maintenance Assessments, Section 8 Date of Commencement of Annual Assessments; Due Dates; Transfer Fee, Subparagraph (a), is amended by inserting the following language at the end thereof:

The annual assessments may adjust once during any calendar year, and if adjusted, shall only adjust once during any calendar year. The annual assessments shall be due and payable in quarterly installments.

- f) Article V, Architectural Control, Subparagraph (c), is amended by deleting the following language:

No chain link fencing will be allowed.

And substituting instead the following language:

Only black aluminum fencing substantially similar to that in the photo appearing as Exhibit A attached hereto and made a part hereof shall be permitted.

- g) Article V, Architectural Control, is amended by inserting the following subparagraph at the end of Article V:



(e) Only black mailboxes substantially similar to that in the photo appearing as Exhibit B attached hereto and made a part hereof shall be permitted. All mailboxes shall be of materials and design approved by the board or the Architectural Control Committee.

h) Article VI, Use Restrictions, Section 15, is amended by inserting the following language at the end thereof:

Nothing in this Section 15 shall prohibit rollaway basketball goals.

i) Exhibit "A," By-Laws of Arbor Crest Owners Association, Section 6, Initial Board of Directors by deleting Section 6 in its entirety and substituting instead the following language:

Section 6. Initial Board of Directors. The initial Board of Directors shall be Steven R. Griffith of Mt. Juliet, Tennessee, and J. Kent Carter of Gallatin, Tennessee, or their duly appointed assigns.

5) That this Amendment shall conform to the zoning and building requirements of the governing jurisdictions for said subdivision. If there is a conflict between this Amendment and the governing zoning and building requirements, then said requirements shall control. If this is a conflict between this Amendment and the "Declaration of Covenants, Conditions and Restrictions for Arbor Crest" as same appears of record in Instrument No. 20081201-0116546, Register's Office for Davidson County, Tennessee, then this Amendment shall control.

6) That this Amendment may be executed in parts; the sum of the parts shall comprise the entire document executed by the parties hereto. This Amendment shall be recorded in the Register of Deeds Office for Davidson County, Tennessee.

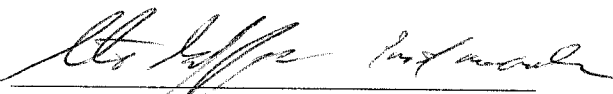
When necessary for proper construction, the singular shall include the plural and the plural the singular and the reference to any gender shall refer to the gender as the context requires.

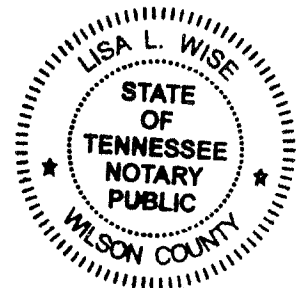
IN WITNESS WHEREOF, we have caused this Declaration to be executed on the 15th day of January 2015.

Signature page for KDS Investments General Partnership for:
AMENDMENT TO RESTRICTIVE COVENANTS OF ARBOR CREST

KDS Investments General Partnership, Declarant
By: Integrity Properties, LLC, Managing Partner of
KDS Investments General Partnership

By:


Steven Griffith, President/Managing Member of
Integrity Properties, LLC



STATE OF TENNESSEE
COUNTY OF Wilson

Personally appeared before me, the undersigned, a Notary Public in and for said County and state, the within named Steven Griffith, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who upon his oath acknowledged himself to be the President/Managing Member of Integrity Properties, LLC, Managing Partner of KDS Investments General Partnership, the within named bargainor, and that he as such President/Managing Member of Integrity Properties, LLC, Managing Partner of KDS Investments General Partnership executed the within instrument for the purposes therein contained by signing the name of the company by the said Steven Griffith as such President/Managing Member of Integrity Properties, LLC, Managing Partner of KDS Investments General Partnership.

Witness my hand and official seal at office, this 22nd day of January 2013.

Lisa L. Wise
Notary Public

My Commission Expires: July 18th 2016

Prepared by:

Cindy S. Smith, P.C.
Attorney at Law
P.O. Box 292004
Nashville, TN 37229-2004

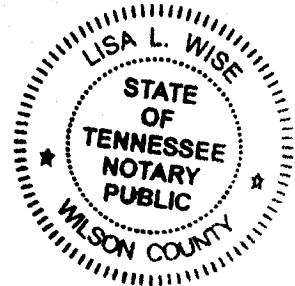


EXHIBIT A

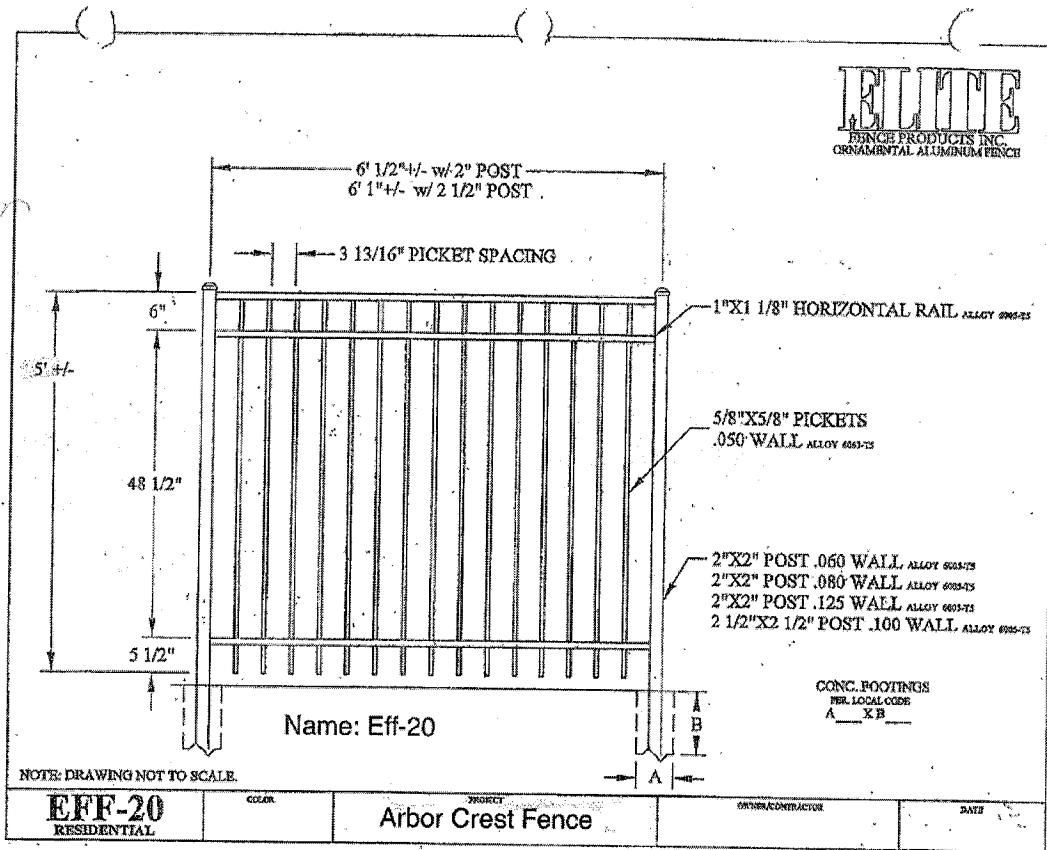


EXHIBIT B



See Color photo for
more detail.

Handwritten signature or mark.



Mr. Exhibit B