

PAKE GARVER

Prepared By: Cope Hudson Reed & McCreary LLC
16 Public Square North
P O Box 884
Murfreesboro TN
37130

AMENDMENT TO DECLARATION OF

PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

~~BREEZWAY~~ BREEZEWAY

THIS AMENDMENT is made by Clovercroft, LLC, a Tennessee limited liability company, hereinafter sometimes referred to as the "Developer."

WITNESSETH:

WHEREAS, on the 16th day of October, 2008, the Developer approved and executed the Declaration of Covenants, Conditions and Restrictions for Breezeway, which is on record in Book 4660, Page 58, Register's Office for Williamson County, Tennessee, which was subsequently amended by that certain Amendment to Declaration of Protective Covenants, Conditions and Restrictions Applying to Breezeway, which is of record in Book 5309, page 831, Register's Office for Williamson County, Tennessee; and, which was further amended by that certain Supplemental Declaration of Protective Covenants, Conditions and Restrictions Applying to Breezeway, Section One (all of which is collectively referred to herein as the "DCCR"); and,

WHEREAS, Article XIII, Section 2 of the Declaration of Protective Covenants, Conditions and Restrictions for Breezeway provides that the Developer may unilaterally amend the DCCR without the joinder of any Owner for a period of fifteen (15) years after the date of execution of the DCCR; and,

WHEREAS, the Developer now desires to amend the DCCR as set forth herein.

NOW THEREFORE, the Developer declares that, in accordance with the provisions of Article XIII, Section 2 of the Declaration of Protective Covenants, Conditions and Restrictions for Breezeway, the DCCR shall be amended as herein set forth.

1. Article VII, Section f of the DCCR shall be amended by replacing Article VII, Section f with the following:

"f. An incinerator for garbage, trash or other refuse shall not be used or permitted to be erected on any Lot. Items that may need to be stored on the exterior of the home, such as but not limited to: equipment, woodpiles, refuse or storage piles on any lot, whether temporary or permanent, shall be concealed from the view of neighboring Lots, road, or Common Areas, with plans to provide either a dumpster or trash receptacle to contain construction debris on each lot. In the event Buyer fails to provide a dumpster or trash receptacle, Seller shall have the right to clean the lot and charge the costs to Buyer. Garbage (or trash) cans shall be stored in an inconspicuous manner at all times. It is preferred that garbage cans be stored inside; however, if this is not possible, the following should be followed. There shall not be an excess of two (2) City provided receptacles on the exterior of the home at any given time. If the receptacle(s) is

stored outside, it shall not be stored on the driveway in a solitary manner; the unit(s) should be positioned as close to the home as possible, and preferably behind landscaping, to make the surrounding area as aesthetically pleasing as possible. At no time will it be permitted to have extra items/refuse stored, piled on, near or around the receptacle(s) and the lid(s) shall remain closed at all times. Items for recycling, such as, but not limited to: cardboard, plastic, paper or aluminum are not to be stored outside at any time. Items such as grass clipping and/or tree trimmings may be stored in garbage bags for up to seven (7) calendar days. Weekly, all refuse shall be placed on the street curb for the regular scheduled day of collection. If trash collection exceeds seven (7) calendar days, other arrangements shall be made by Buyer to maintain compliance."

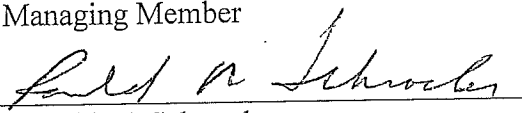
2. In all other respects the DCCR for Breezeway shall remain unchanged.

3. The DCCR for Breezeway, as herein amended, is ratified and affirmed.

IN WITNESS WHEREOF, the undersigned Developer, Clovercroft, LLC, a Tennessee limited liability company, has hereunto set its signature on this 15 day of October, 2013.

CLOVERCROFT, LLC,
a Tennessee limited liability company

By: Drees Premier Homes, Inc.,
An Ohio Corporation,
Its: Managing Member


By: Ronald M. Schroeder
Its: Assistant Secretary

STATE OF TENNESSEE)
)
COUNTY OF Williamson)

Before me, the undersigned, a Notary Public in and for this county and state, personally appears **Ronald M. Schroeder**, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Assistant Secretary of Drees Premier Homes, Inc., the managing member of Clovercroft, LLC, the within named bargainor, a limited liability company, and that he as such Assistant Secretary, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Assistant Secretary.

Sworn to and subscribed before me
this 19th day of October, 2013.

Debra B. Meador
STATE
OF
TENNESSEE
NOTARY
PUBLIC
COUNTY OF WILLIAMSON
My Commission Expires 2-23-2016

BK: 6065 PG: 435-437

#321250 - 13050009

10/29/2013 - 08:01 AM

BY: BETH

3 PGS:AL-RESTRICTIONS



STATE OF TENNESSEE, WILLIAMSON COUNTY
SADIE WADE REGISTER OF DEEDS

Mortgage Tax	0.00
Transfer Tax	0.00
Recording Tax	15.00
DP Fee	2.00
Register's Fee	0.00
Document Total	17.00