

This instrument prepared by:
Jackson M. Welch, Jr., Esq.
One Creekside Crossing
6 Cadillac Drive, Suite 290
Brentwood, Tennessee 37027

**SUPPLEMENTAL DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BREEZEWAY**

THIS SUPPLEMENTAL DECLARATION of Protective Covenants, Conditions and Restrictions 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 Protective Covenants, Conditions and Restrictions for Breezeway, which is of record in Book 4660, Page 58, Register's Office for Williamson County, Tennessee; as such has been amended and supplemented from time to time (the Declaration of Protective Covenants, Conditions & Restrictions for Breezeway and all amendments and supplemental declarations thereto are collectively referred to herein as the "DCCR"); and,

WHEREAS, Article XII, Section 1 of the Declaration of Protective Covenants, Conditions and Restrictions for Breezeway provides that the Developer may annex additional property to Breezeway without the consent of the Association or its Members; and,

WHEREAS, the Developer now desires to annex additional property as set forth herein.

NOW, THEREFORE, in accordance with the provisions of Article XII, Section 1 of the Declaration of Protective Covenants, Conditions and Restrictions for Breezeway, and in consideration of the benefits applying to the Property to be annexed, the Developer hereby declares that:

1. Breezeway, Section Five, as shown on the Final Subdivision Plat of record in Plat Book P58, page 128, Register's Office for Williamson County, Tennessee, shall be, and hereby is, made subject to the Declaration of Protective Covenants, Conditions and Restrictions

for Breezeway, which is of record in Book 4660, Page 58, Register's Office for Williamson County, Tennessee, and any and all amendments and supplemental declarations thereto.

2. All Owners, as such term is defined in the DCCR, of any Lot within Breezeway, Section Five, shall be subject to and bound by, and shall inure to the benefit of, the covenants, conditions and restrictions set forth in the DCCR

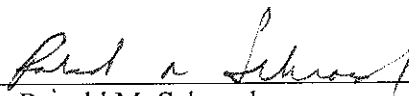
3. All Owners, as such term is defined in the DCCR, of any Lot within Breezeway, Section Five, shall be Members of the Breezeway Homeowners Association, Inc. and shall be subject to, and shall enjoy the benefits of, the Association as established in the DCCR.

4. The Developer, and its successors and assigns, hereby reserves the right to unilaterally amend this instrument applicable to Breezeway, Section Five, for so long as the Developer, or its successors or assigns, owns any property interest within Breezeway, Section Five, and for a period of five (5) years thereafter.

IN WITNESS WHEREOF, the undersigned Developer, Clovercroft, LLC, a Tennessee limited liability company, has hereunto set its signature on this 19th day of December, 2013.

CLOVERCROFT, LLC,
a Tennessee limited liability company

By: Drees Premier Homes, Inc.,
an Ohio corporation,
Its: Managing Member

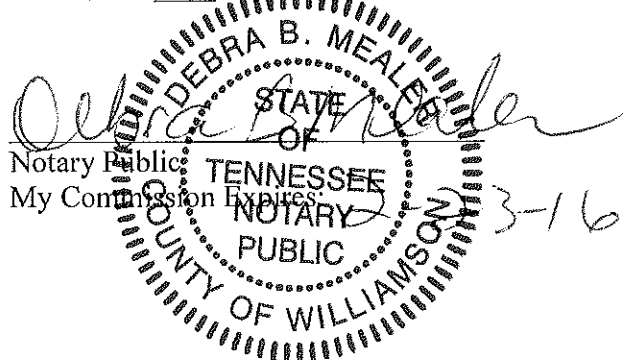

By: Ronald M. Schroeder
Its: Assistant Secretary

(Notary Acknowledgement contained on following page.)

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, the undersigned, a Notary Public in and for this county and state, personally appeared **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.

Witness my hand, at Brentwood, Tennessee, this 19th day of December, 2013.



BK: 6099 PG: 65-67
13056782

3 PGS : AL - RESTRICTIONS	
JESSICA BATCH: 326216	12/23/2013 - 11:47 AM
BATCH	326216
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	15.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	17.00

STATE OF TENNESSEE, WILLIAMSON COUNTY
SADIE WADE
REGISTER OF DEEDS

**AMENDMENT TO DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
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 of record in Book 4660, Page 58, Register's Office for Williamson County, Tennessee; which has subsequently been amended and supplemented from time to time (the Declaration of Protective Covenants, Conditions & Restrictions for Breezeway and all amendments and supplemental declarations thereto are 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 VIII of the DCCR shall be amended by adding the following Section 12 to said Article:

"12. Private Roads. There is hereby reserved and retained, without further assent or permit, a general easement running in favor of the Developer, its successors, the Owners, the Association, and their duly authorized employees, agents, representatives and managers, for the construction, maintenance and reconstruction of the Private Roads contained within the Development, and such Private Roads shall be deemed Common Areas for all purposes consistent with this Declaration.

"No Owner shall make any Improvements or alteration of any kind or nature to any such Private Road. All maintenance, repair and replacement of all such Private Roads shall be performed solely by the Association or its duly authorized agents, representatives, contractors, and managers; and, all fees, costs, and expenses of such construction, maintenance and reconstruction shall be an expense of the Association, subject to the Association's right, power and authority to levy Assessments pursuant to Article V of this Declaration, and all other applicable Articles and sections thereof.

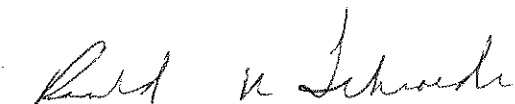
"For purposes of this Declaration, "Private Roads" shall mean one or more roadways, service lanes, and/or alleys constructed within the Development for the passage of vehicles or people which have not been dedicated to the City of Franklin, Tennessee; but, excluding all driveways lying over and across any Lot or Common Area leading from any roadway, service lane or alley to a residence, clubhouse, or other Improvement located upon such Lot or Common Area."

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 18th day of December, 2013.

CLOVERCROFT, LLC,
a Tennessee limited liability company

By: Drees Premier Homes, Inc.,
an Ohio corporation,
Its: Managing Member

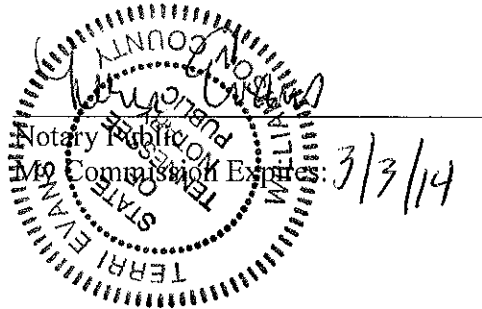

By: Ronald M. Schroeder
Its: Assistant Secretary

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, the undersigned, a Notary Public in and for this county and state, personally appeared **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.

Witness my hand, at Brentwood, Tennessee, this 18th day of December, 2013.



This instrument prepared by:
Jackson M. Welch, Jr., Esq.
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6 Cadillac Drive, Suite 290
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BK: 6099 PG: 68-70
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ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	17.00

STATE OF TENNESSEE, WILLIAMSON COUNTY
SADIE WADE
REGISTER OF DEEDS