

This Instrument Prepared By:

J.D. Kiou, Attorney
Kiou, Rodgers, Barger, Holder & King, PLLC
503 North Maple Street
Murfreesboro, Tennessee 37130

**AMENDMENT TO THE RESTRICTIVE COVENANTS AND CONDITIONS
APPLYING TO THE SUBDIVISION NAMED LEWIS DOWNS**

THIS AMENDMENT is made by the Declarant, SALEM CREEK PARTNERSHIP, a Tennessee general partnership, being the successor in interest to Stewart Springs, LLC, which was the successor in interest to the original declarant, D & M Excavating, LLC, pursuant to Article Ten, Paragraph C of the RESTRICTIVE COVENANTS AND CONDITIONS APPLYING TO THE SUBDIVISION NAMED LEWIS DOWNS of record in Record Book 766, page 2879, of the Register's Office of Rutherford County, Tennessee, as thereafter modified, supplemented, and amended (the "Declaration").

WHEREAS, the undersigned now intends to amend certain portions of the Declaration, which shall apply to all sections and phases of Lewis Downs Subdivision.

NOW, THEREFORE, for valuable consideration and in compliance with the Amendment requirements of the Declaration, the undersigned Declarant does hereby amend the Declaration as follows:

1. Article Two, Paragraph E, Powers and Authority of the Association, shall be amended to include the addition of a new sub-paragraph, which shall be as follows:

15. Fines for Non-Compliance: To levy fines for non-compliance of the terms, conditions and restrictions set forth in this Declaration. In furtherance thereof, the Association, or any management company acting on behalf of the Association, is hereby authorized to make routine property inspections to insure all residents are in compliance with the terms, conditions and restrictions set forth in this Declaration, in an effort to protect property values and insure the overall aesthetics of the community. All violations are noted, documented and addressed by the Association. Upon the initial finding of non-compliance, a courtesy notice (the "Courtesy Notice") shall be mailed to the violating Owner. The Courtesy Notice will indicate the date of inspection and a description of the violation(s). The Courtesy Notice will demand that the Owner remedy any violation(s) within ten (10) business days from the date of the Courtesy Notice. A re-inspection will be made after 10 business days. If at the time of re-inspection, it is determined by the Association that the Owner has not remedied the violation(s) or taken reasonable steps to remedy the violation(s) to the satisfaction of the Association, the Owner will be issued a second letter (the "Violation Letter"), again setting forth the violations and warning of a possible fine if not immediately remedied. Upon each re-inspection, if the violation(s) is not remedied or if steps have not been taken to remedy the violation(s) to the satisfaction of the Association, a fine, in an amount to be determined by the Association, shall be levied against the violating Owner. If the violation is still not remedied within ninety

(90) days from the date of the Courtesy Notice, the matter will be handed over to the Association's legal counsel to initiate appropriate legal action to enforce compliance with this Declaration. In addition to all fines and other assessments or amounts due hereunder, the violating owner will be responsible for all attorney fees and court costs associated with the enforcement of this Declaration.

2. Article Eight, Use Restrictions, Paragraph 24, shall be amended and restated as follows:

24. There shall be no prolonged outside parking of commercial or recreational vehicles, including, but not limited to trucks (other than pick-up trucks not exceeding 3/4 ton), camping trailers, utility trailers, boats, and motor homes on any lot, street or common area. For purposes of this section only, prolonged parking shall be defined as parking of a vehicle in excess of 72 hours at a time. Prolonged outside parking of any type of vehicle as well as utility trailers is prohibited on any lot, street or common area when such interferes with the esthetic quality of the subdivision. All such vehicles must be placed in the owner's garage or stored at an off-site location or stored on a concrete pad behind a fenced privacy area or an area screened by trees or hedges that prevents the vehicle from being seen from the street or by neighbors. Any other vehicles or automobiles must be parked in the garage or in the driveway at all times. Under no circumstances shall any vehicle or automobile be permitted in the front yard of any residence.

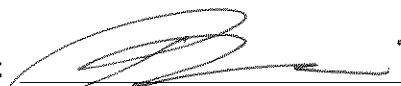
Except as expressly amended hereby, the terms and provisions of the Declaration shall continue in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

WITNESS its signature this 5th day of March, 2018.

"Declarant"

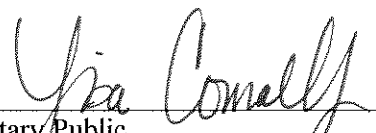
SALEM CREEK PARTNERSHIP

By: 
Brian Morris, General Partner

State of Tennessee)
)
County of Rutherford)

Personally appeared before me, a notary public in and for the state and county aforementioned, Brian Morris, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be a General Partner of Salem Creek Partnership and that he as such General Partner executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as General Partner.

WITNESS MY HAND and official seal at office in Murfreesboro, Tennessee, on this the 5th day of March, 2018.


Notary Public
My commission expires: 5.19.19

