

**SUPPLEMENTARY DECLARATION
ANNEXING AND PROVIDING RESTRICTIVE COVENANTS
FOR SECTION I, RIDGE VIEW AT CRESCENT RIDGE**

The undersigned Declarant, being the owner in fee simple of the real estate that has been subdivided any named SECTION I, RIDGE VIEW AT CRESCENT RIDGE according to a survey and plat of same, which plat is of record in Plat Book 35, page 300, Register's Office of Rutherford County, Tennessee, and which plat is made a part hereof by reference, does hereby annex said property into the CRESCENT RIDGE SUBDIVISION plan pursuant to ARTICLE ELEVEN of the RESTRICTIVE COVENANTS AND CONDITIONS APPLYING TO THE SUBDIVISION NAMED CRESCENT RIDGE SUBDIVISION, SECTION 1 ("Declaration") and as recorded in Record Book 984, page 2023, Register's Office of Rutherford County, Tennessee, and as re-recorded in Record Book 985, page 2718, Register's Office of Rutherford County, Tennessee.

All of SECTION I, RIDGE VIEW AT CRESCENT RIDGE of record in Plat Book 35, page 300, of said Register's Office shall now be under the same Declaration and as thereafter amended, with exception to the following modifications and amendments:

1. ARTICLE EIGHT – USE RESTRICTION, Paragraph 13, shall be modified and restated as follows:

13. a. No structure shall be erected on Lots 53, 54 & 55, Section I, Ridge View at Crescent Ridge, having a square foot living area of less than 2,200 square feet, with a minimum of 1,400 square feet of living area on the first floor, for a dwelling, excluding basement area and a two (2) car garage minimum.

b. No structure shall be erected on Lots 50, 51, 56, 70, 71 & 72, Section I, Ridge View at Crescent Ridge, having a square foot living area of less than 2,000 square feet, with a minimum of 1,200 square feet of living area on the first floor, for a dwelling, excluding basement area and a two (2) car garage minimum.

c. For all remaining Lots in Section I, Ridge View at Crescent Ridge, no structure shall be erected having a square foot living area of less than 1,600 square feet, with a minimum of 1,200 square foot living area on the first floor, for a dwelling, excluding basement area and a two (2) car garage minimum.

d. All main dwellings on all Lots must be constructed on crawl space, basement, or slab.

2. ARTICLE EIGHT – USE RESTRICTION, Paragraph 14, shall be modified and restated as follows:

14. a. All dwellings on Lots 50, 51, 53, 54, 55, 56, 70, 71 & 72 shall be constructed with one hundred percent (100%) brick or masonry including the gable ends. Other areas

above the roof line may be of vinyl, masonry siding, drivit or other material approved by the Architectural Control Committee. The exterior construction of all dwellings or other buildings must be approved by the Architectural Control Committee.

b. All dwellings on the remaining Lots must be one hundred percent (100%) brick or masonry up to the first floor line. Other areas above the first floor line may be of vinyl, masonry siding, drivit or other material approved by the Architectural Control Committee.

3. ARTICLE EIGHT – USE RESTRICTION, Paragraph 19, shall be modified and restated as follows:

19. a. The only fences which shall be permitted on lots shall be those made of either black coated chain link, PVC, vinyl, or redwood material or cedar material that have been installed by a professional fence installation company and those which have, prior to their erection, received the express written approval of the Architectural Control Committee, with regard to location and whether said fences conform to the general character and atmosphere of the neighborhood. Under no circumstances shall chain link fences be allowed. The Architectural Control Committee may require, as a condition of approval, the use of hedges or other greenery as screening for the fence. All fences must be maintained in good repair, and owners agree to abide by reasonable requests for repairs and maintenance as may be made by the Architectural Control Committee.
- b. On all lots except corner lots, no fence shall be permitted between the front building or setback line and the street. However, the use of hedges, shrubbery or evergreens as a fence, or in lieu of a fence, and extending to the front or sides of any lot is permitted, PROVIDED such hedges, shrubbery or evergreens shall not be permitted to be in excess of forty-two (42) inches in height. On all corner lots, no fence shall be permitted between either building or setback line and either street. In the event an owner incorporates any utility, landscape or drainage easement shown on the plat within the boundaries of a fence, the inclusion of this area shall be done in such a manner so as not to interfere with any drainage or other use of said easement.

4. ARTICLE TEN – GENERAL PROVISIONS, shall be modified and restated as follows so as to clarify that the owners in Section I, Ridge View at Crescent Ridge may amend the Covenants for Section I, Ridge View at Crescent Ridge without the consent of the owners in other sections or phases of the Crescent Ridge Subdivision:

ARTICLE TEN
GENERAL PROVISIONS

A. The right of enforcement of each of these Covenants as they apply to Section I, Ridge View at Crescent Ridge is severally vested in the Declarant, Association, and the owners of each of the lots in Section I, Ridge View at Crescent Ridge. Any owner of any lot shall have the right at any time to

compel compliance with said Covenants, or to prevent the violation of any of them by the proper institution of an action at law or in equity for injunctive relief.

B. Should any provision of this instrument be declared void or inoperative by any Court of competent jurisdiction, or should more strict provision apply by any Governmental Ordinance, the remaining provisions shall continue in full force and effect.

C. The covenants and restrictions of the Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The Declaration may be amended by an instrument signed by not less than fifty one percent (51%) of the lot owners of Ridge View at Crescent Ridge or by Declarant, its successors and assigns without the joinder or consent of the Association or its members, provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements as herein provided or effect any lien for the payment thereof established herein. Any amendment must be properly recorded to be valid. This instrument may only be amended by the Declarant until all lots have been sold by the Declarant to purchaser(s) unrelated to Declarant.

Witness my signature this 29th day of July, 2011.

NEW SOUTH DEVELOPERS, LLC

By: [Signature]

David Alcorn, President

STATE OF TENNESSEE)

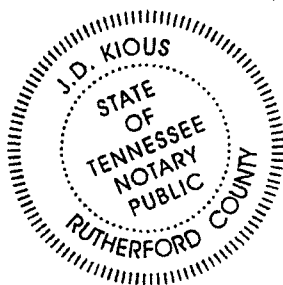
COUNTY OF RUTHERFORD)

Before me, the undersigned, of the state and county mentioned, personally appeared David Alcorn, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of New South Developers, LLC, a Tennessee limited liability company (the "Company") and as such President acknowledged that he is authorized to execute the foregoing instrument on behalf of the Company and that he as such President, executed the foregoing instrument for the purpose therein contained, by signing the name of the Company by himself as President.

Witness my hand and seal, at office in Murfreesboro, TN this 29th day of July, 2011.

[Signature]
Notary Public

My Commission Expires: 5/17/2014



Heather Dawbarn, Register
Rutherford County Tennessee
Rec #: 663663
Rec'd: 15.00 Instrument #: 1737206
State: 0.00
Clerk: 0.00
Other: 2.00 Recorded
Total: 17.00 8/2/2011 at 8:58 AM
Record Book 1073 Pgs 3710-3712