

THIS INSTRUMENT PREPARED BY: SCOTT D. WEISS, ESQ., CCAL Ortale Kelley Law Firm CMT Building 330 Commerce Street, Suite 110 Nashville, Tennessee 37201 (Prepared from information provided by and at the direction of the Carter's Station Homeowners Association, Inc.)

BK/PG: R2545/1089-1090 19003437

2 PGS:AL-RESTRICTIONS	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	10.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	12.00

STATE OF TENNESSEE, MAURY COUNTY
JOHN FLEMING
REGISTER OF DEEDS

AMENDMENT TO THE

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS & RESTRICTIONS CARTER'S STATION

THIS AMENDMENT to the Declaration of Protective Covenants, Conditions and Restrictions Carter's Station ("Amendment") is made and entered into by the Developer of the Carter's Station Homeowners Association, Inc. ("Carter's Station" or "Association") in accordance with Article XIII, Section 2 of the Declaration of Protective Covenants, Conditions and Restrictions Carter's Station ("Declaration") of record in Book R2396, Pages 644-680, Register's Office for Maury County, Tennessee.

WITNESSETH:

WHEREAS, all capitalized terms not otherwise defined herein shall have the meanings set forth in the Declaration; and,

WHEREAS, pursuant to Article XIII, Section 2 of the Declaration, the same may be amended unilaterally by the Developer, without joinder of any Owner for a period of fifteen (15) years from the date of such Declaration or so long as the Developer owns any lot within the Development, whichever is longer; and,

WHEREAS, the Declaration is dated October 12, 2016 and as of the date of this Amendment, the Developer owns lots within the Development.

NOW, **THEREFORE**, by these presents, Article VII, Section 3 of the Declaration is hereby amended by adding the following **new sub-part k after the existing sub-part j** thereto as follows:

k. <u>Propane Tanks</u>. Subject to the requirements of Article VI of the Declaration and written approval from the Architectural Review Committee, above-ground propane tanks shall be permitted provided that the propane tank is positioned to the rear of the house and does not

exceed 100 lbs. Propane tanks shall be screened by using the community-standard six-foot-high, white, vinyl fence. The top of said fence is to be at least six (6) inches above the top elevation of the propane tank so that the propane tank is totally screened.

Only the changes and amendments made by this Amendment to the Declaration of Protective Covenants, Conditions and Restrictions Carter's Station shall be changed. All other terms, conditions, restrictions and provisions of the Declaration shall survive and continue to remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of this the of MOCO, 2019.

CARTER'S STATION

HOMEOWNERS ASSOCIATION, INC., BY

FP TCI COS, LLC, DEVELOPER

By:

Its: President

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Nelson Crowe 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 Partner of FP TCI CCS, LLC, Developer of Carter's Station Homeowners Association, Inc., and that he as such Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Association by himself as such Partner.

My Commission Expires:

7.17.2022