

This Instrument Prepared By:

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503 North Maple Street
Murfreesboro, Tennessee 37130

Heather Dawbarn, Register
Rutherford County Tennessee
Rec #: 1156651 Instrument #: 2416750
Rec'd: 20.00 Recorded
State: 0.00 1/11/2022 at 2:53 PM
Clerk: 0.00 in Record Book
Other: 2.00 2193
Total: 22.00
Pages 2688-2691

**AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS APPLYING TO RIVER DOWNS
ANNEX SECTION II SUBDIVISION**

THIS AMENDMENT is made by Alcorn Properties, LLC, a Tennessee limited liability company ("Alcorn Properties") pursuant to Article VII (8) of the Amended and Restated Declaration of Covenants, Conditions and Restrictions Applying to the River Downs Annex II Subdivision, of record in Record Book 1170, page 2633 of the Register's Office of Rutherford County, Tennessee (the "Declaration").

WHEREAS, Alcorn Properties, as the Developer/Declarant, pursuant to the Assignment of Declarant's Rights of record in Record Book 1719, Page 2682 of the Register's Office of Rutherford County, Tennessee, intends to amend certain portions of the Declaration, as permitted by Article VII (8) therein.

NOW, THEREFORE, in consideration of the foregoing and the mutual benefits accruing to the property, the undersigned do hereby amend the Declaration as follows:

1. ARTICLE I (17) is amended to add the following: "This includes but is not limited to common area landscaping, stormwater management facilities, mail kiosk, and parking areas for the mail kiosk."
2. ARTICLE II (1)(b) is deleted in its entirety and replaced with the following paragraph:

Landscaping as completed shall provide for landscaping across the entire front of a home on any Single Family site and all landscaping shall be in accordance with the landscaping requirements of the City of Murfreesboro.
3. ARTICLE II (2) is deleted in its entirety and replaced with the following: "This Section was deleted intentionally."
4. ARTICLE IV (1) is deleted in its entirety and replaced with the following: "This Section was deleted intentionally."
5. ARTICLE IV (2) is amended to delete "2,000 square feet" and replace it with "2,400 square feet" and to delete "1,800 square feet" and replace it with "2,200 square feet."
6. ARTICLE IV (9) is amended to replace "the front yard" with "all disturbed areas."
7. ARTICLE IV (17) is deleted in its entirety and replaced with the following: "Six feet high white vinyl privacy fences or five feet high black aluminum rail fences are allowed. All fences and walls must be approved by the Architectural Review Committee and any

requests for fencing or walls must include written plans showing the intended location of the fence and a sample of all materials. The Architectural Review Committee may establish additional requirements such as artistic renderings showing that the fence or wall is aesthetically suitable and harmonious with surrounding structures. Chain link wire fences will not be allowed. Fences must terminate behind the rear corners of the heated portions of the house unless the fence is on a corner lot, in which case any fences must be within the minimum setback lines of said Lot.

8. ARTICLE IV (37) is deleted in its entirety and replaced with the following: "Building Materials shall include 100% brick, stone, or other cementitious materials, such as "Hardie" board. No vinyl with the exception of dormers, trim, eaves, and soffits."
9. ARTICLE IV (38) is deleted in its entirety and replaced with the following: "This Section was deleted intentionally."
10. ARTICLE VIII (3) is amended to delete the following: "The Declarant shall establish an initial reserve for repair and replacement of the Association Properties in the amount of Dollars (\$1,000.00)."
11. ARTICLE VIII (13) is amended to add "and (d) the Builder."
12. ARTICLE VIII (16) is amended to reflect that the Working Capital Fund Fee is Four Hundred (\$400.00).
13. ARTICLE VIII (17) is amended to reflect that the Lot Transfer Fee is Three Hundred (\$300.00).

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

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Amendment this the 4th day of January, 2021.

ALCORN PROPERTIES, LLC

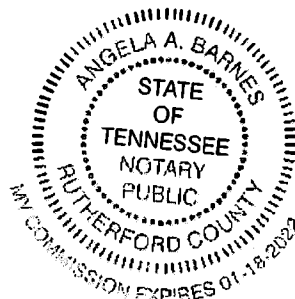
By: [Signature]
David Alcorn, President

State of Tennessee)
County of Rutherford)

Personally appeared before me, a notary public in and for the state and county aforementioned, 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 Alcorn Properties, LLC, a Tennessee limited liability company, and that he as such President executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as President.

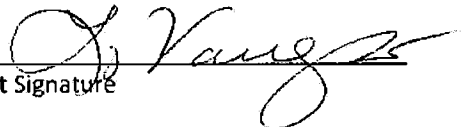
WITNESS MY HAND and official seal on this the 4 day of January, 2021

[Signature]
Notary Public
My commission expires: 1/18/2022



Tennessee Certification of Electronic Document

I, Lynn Vaught, do hereby make oath that I am the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on 1/4/22 (date of document).

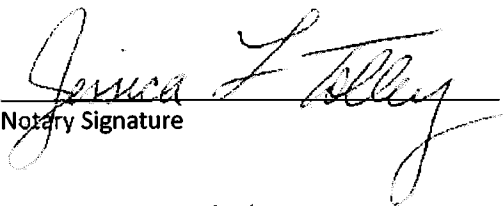

Affiant Signature

1/11/22
Date

State of Tennessee

County of Rutherford

Sworn to and subscribed before me this 11 day of January, 2022


Notary Signature

My Commission Expires: 11/20/2022

