

This Instrument Prepared By:
Ortale Kelley Law Firm (PHP)
330 Commerce Street, Suite 110
Nashville, Tennessee 37201

Section 16

SUPPLEMENTAL DECLARATION AND AMENDMENT
to
the Amended and Restated Declaration
of
Protective Covenants, Conditions and Restrictions for
Stream Valley

STREAM VALLEY FRANKLIN, LLC, a Delaware limited liability company ("Declarant") makes this Declaration as of the _____ day of April, 2018.

RECITALS:

WHEREAS, the Declaration of Protective Covenants, Conditions & Restrictions for Stream Valley, Section 1 is of record in Book 4175, page 318, Register's Office for Williamson County, Tennessee (the "**Original Declaration**"); and

WHEREAS, the Original Declaration was amended by Supplemental Declaration of Protective Covenants, Conditions and Restrictions For Stream Valley, Section 3 and Amendment of record in Book 4667, page 280, said Register's Office (the "**First Amendment**"); and

WHEEAS, the Original Declaration was, further, amended by Second Amendment to the Declaration of Protective Covenants, Conditions and Restrictions for Stream Valley Subdivision of record in Book 5298, page 244, said Register's Office (the "**Second Amendment**"); and

WHEREAS, the Original Declaration was, further, amended by the Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for Stream Valley of record in Book 5571, page 111, said Register's Office (the "**A&R Declaration**"); and

WHEREAS, the A&R Declaration was, further, amended by the Third Amendment to the Declaration of Protective Covenants, Conditions and Restrictions for Stream Valley of record in Book 6028, page 899, said Register's Office (the "**Third Amendment**"); (the Original Declaration, First Amendment, Second Amendment, A&R Declaration and Third Amendment collectively referred to herein as the "Declaration"); and

WHEREAS, pursuant to Article III, Section 1 of said Declaration, Declarant desires to annex fifty-one (51) additional Lots including thirty (31) additional Townhome Lots and subject said Lots and Townhome Lots, as well as any Common Areas, open spaces, and other real property related thereto to the Development Property; said property being more particularly described on Exhibit "A" attached hereto (the "**Section 16 Property**").

WHEREAS, pursuant to the authority reserved to the Declarant at Article XIII Section 2 of the Declaration to amend unilaterally the Declaration without joinder of any other Owner, the Declarant desires to amend the Declaration.

NOW, THEREFORE, for and in consideration of these premises and other and valuable consideration, the Declarant hereby supplements and amends the Declaration as follows:

1. The Declaration shall be supplemented and amended for purposes of annexing the Section 16 Property, as more particularly described on Exhibit "A" attached hereto, to the Development Property and subjecting said Section 16 Property to the covenants, conditions, and restrictions of the Declaration, as supplemented and amended from time to time.

2. Article I of the Declaration shall be amended by inserting the following new sections at the end of said article:

30. "Townhome Lots" shall mean and refer to any Lots within the Development Property on which are located Townhome Units.

31. "Townhome Units" shall mean and refer to any single-family attached Improvement within the Development Property located upon Townhome Lots.

3. Article VI, Section 10 of the Declaration shall be amended by inserting the following new Section 10(f) at the end of said Section:

(f) Insurance for Townhome Lots. Notwithstanding any provisions to the contrary of Section (a-e) above, in addition to casualty insurance on the Common Area, the Association shall, as a Common Expense, obtain and continue in effect adequate blanket all-risk casualty insurance, if reasonably available, and if not reasonably available, fire and extended coverage, in such form as the Board of Directors deems appropriate for one hundred (100%) percent of the replacement cost of the Townhome Units, excluding the replacement of any fixtures, cabinets, appliances, flooring, improvements installed or supplied by the Owners, or their tenants, or personal property of the Owners, or their tenants, guests, and invitees located within said Townhome Units or upon the Townhome Lots. The deductible shall be a maintenance expense to be paid by the Person or Persons who would be liable for the loss or repair in the absence of insurance. If the loss affects more than one Townhome Lot, the cost of the deductible may be apportioned equitably by the Board among the parties suffering loss in proportion to each affected party's portion of the total cost of repair, or otherwise as the Board determines equitable. Notwithstanding the foregoing, if the insurance policy provides that the deductible will apply to each Townhome Lot separately or to each occurrence, each Owner shall be responsible for paying any deductible pertaining to his or her Townhome Lot. If any Owner fails to pay the deductible when required hereunder, then the Association may pay the deductible and assess the cost to the Owner. Notwithstanding anything to the contrary herein, in the event of an insured loss under the Association's policy for which the Association receives from the insurer payment for a loss sustained by an Owner who is delinquent in the payment of any Assessment or charge owed to the Association, then the Association may retain and apply such proceeds to the delinquency. Any surplus remaining after application of the proceeds to any delinquency shall be paid by the Association to the affected Owner.

Each Townhome Lot Owner may, at such Owner's expense, obtain insurance coverage for loss of or damage to any furniture, furnishings, appliances, flooring, fixtures, cabinets, improvements installed or supplied by the Owners, or their tenants, personal effects, and other property belonging to such Owner which is not covered under the insurance policy discussed in this section. The Board shall, upon request, make available for review by Townhome Lots Owners a copy of the Association's insurance policy(ies) covering such Owners' respective Townhome Lots to allow such Owners to assess their personal insurance needs.

4. Article VI, Section 11 of the Declaration shall be amended by inserting the following new Section 11(e) at the end of said article:

(e) Easements for Encroachment and Overhang of Townhome Lots. There shall be reciprocal appurtenant easements for encroachment and overhang as between each Townhome Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Townhome Lots due to trees or the unintentional placement or settling or shifting of the Townhome Units or other

improvements constructed, reconstructed, or altered thereon (in accordance with this Declaration) to a distance of not more than five (5) feet, as measured from any point on the common boundary between each Townhome Lot and the adjacent portion of the Common Area or as between adjacent Townhome Lots, as the case may be, along a line perpendicular to such boundary at such point.

5. Article VI of the Declaration shall be amended by inserting the following new sections at the end of said article:

18. (a) In addition to the operation, maintenance, and management duties of the Association set forth in subsection (7) above, the Association shall provide for the maintenance, care, repair, and replacement of the following portions of the Townhome Lots, and improvements located thereon: the exterior landscaping (except such landscaping installed by, or on behalf of, the Lot Owner and such landscaping enclosed by a fence), as well as walkways located upon or about each Townhome Lot, with the exception of elevated decks, patios, porches and/or balconies. The Association shall have the right, however, to contract with the respective Lot Owner for the maintenance of such elevated decks and balconies, and for the maintenance of such other areas and items as the Board may deem appropriate. The Association also shall maintain the exterior of each Townhome Unit as follows: painting, maintenance, and nonstructural repair of exterior building surfaces as the Board shall deem necessary and proper, including siding, roofs, gutters, downspouts, replacement of trim, caulking, and other repairs to roof covers (to include the repair and replacement of all non-structural components of the roof of each Residential Unit), and other miscellaneous repairs of a nonstructural nature. Such exterior maintenance shall not include glass surfaces (including, without limitation, windows or sliding glass doors), HVAC equipment, storm doors, front or rear entry doors, screens, or patio covers. The balance of the Townhome Units and other improvements located on the respective Lots shall be maintained by the Owner of the particular Townhome Lot involved.

Notwithstanding the foregoing, if the need for exterior maintenance and repair by the Association as required by this paragraph is caused by the willful or negligent conduct or act an Owner, his/her family, guest, invitees, or other Persons using or occupying his/her Townhome Unit with his/her express or implied permission, the cost of such repair or maintenance shall be assessed against such Owner and shall be due and payable thirty (30) days from the date of notice thereof, such Assessment to be collected and enforced as provided in Article VII of this Declaration. Such Assessment shall not require the approval of any of the Members; provided, however, that any Owner against which any such assessment is levied shall be entitled to notice, a hearing, and an opportunity to do the corrective work required, as provided by Article VII hereof, prior to an Assessment being levied against such Owner in accordance with the provisions of this paragraph. For the sole purpose of performing the exterior maintenance upon each Townhome Unit required by this subsection (b), the duly authorized employees or agents of the Association shall have the right, after reasonable notice to the Owner, to enter upon any Townhome Lot and into any Townhome Unit at reasonable hours of any day except Sunday. Moreover, if, during the course of performing the maintenance of a Townhome Lot, the Association discovers that maintenance, repair or replacement is required of an item which is the Owner's responsibility, and such maintenance, repair or replacement must be performed for the Association to properly complete its maintenance project, then the Association may perform such work on behalf of the Owner and at Owner's expense without prior notice to the Owner.

(b) However, all maintenance of the interior portions of the Townhome Unit, all structural components of the Townhome Unit, entry doors, doorways and doorsteps, windows, window casings, glass, decks, balconies, patios, utility boxes, and other improvements not maintained by the Association, including, but not limited to, fencing, driveways, garages, garage doors, air conditioning units, as well as any landscaping, planting beds, bushes and trees installed or planted by or on behalf of a Lot Owner, shall be the sole responsibility of the Owner thereof.

6. Article VII of the Declaration shall be amended by inserting the following new Section 18 at the end of said article:

18. Supplemental Assessments for Townhome Lots. In addition to the Common Assessments authorized in Section 2 above, the Association shall levy Supplemental Assessments for Townhome Lots to cover the cost of Lot maintenance of those Townhome Lots and other maintenance as may exceed the type and scope of maintenance of the rest of the Development Property, and any additional administrative costs incurred by the Association as a result of its maintenance and oversight activities on behalf of the Townhome Lot Owners. The Supplemental Assessments shall be included in the budget prepared by the Association pursuant to Section 2 above. The Owners of Townhome Lots may elect a subcommittee (the "Townhome Lot Subcommittee") of the Board of the Association that shall report to and be under the authority of the Board of the Association. The Townhome Lot Subcommittee shall be an advisory committee to the Board concerning matters affecting Owners of Townhome Lots, but the Board shall have final authority over all matters of the Association including matters affecting the Owners of Townhome Lots. All Townhome Lot Owners shall have full access to all amenities and Common Areas in the Stream Valley Subdivision and shall pay regular Common Assessments to the Association in the same amount as other Owners in Stream Valley Subdivision and shall also pay the Supplemental Assessments as discussed herein.

7. This Supplemental Declaration and Amendment shall run with the land and be binding upon, and inure to the benefit of every Owner of the Lots within the Development Property.

8. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Declaration.

9. All other items not heretofore amended or supplemented shall remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned does hereby make this Supplemental Declaration and has caused this Supplemental Declaration to be executed as of the day and year first above written.

DECLARANT:

STREAM VALLEY FRANKLIN, LLC,
a Delaware limited liability company

BY: _____

NAME: _____

ITS: _____

STATE OF _____)

)

COUNTY OF _____)

Before me, _____, a Notary Public of said County and State, personally appeared _____, 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 _____ of STREAM VALLEY FRANKLIN, LLC, the within named bargainer, a Delaware limited liability company, and that he as such _____ of STREAM VALLEY FRANKLIN, LLC executed the foregoing instrument for the purposes therein contained, by personally signing the name of the limited liability company by himself as _____.

Witness my hand and seal, at Office in _____, _____, this ____ day of _____, 2018.

Notary Public

My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION FOR SECTION 16 PROPERTY

Land in Williamson County, Tennessee, being all that real property shown on the final plat of Stream Valley PUD Subdivision, Section 16 Final Plat, of record in Plat Book P68, Page 60, Register's Office for Williamson County, Tennessee, to which reference is hereby made for a more complete and accurate description.

BEING a portion of the property conveyed to STREAM VALLEY FRANKLIN, LLC by Special Warranty Deed from SLF IV-TN STREAM VALLEY, LLC, of record in Book 5559, Page 782, dated April 17, 2012, Register's Office for Williamson County, Tennessee.