

THIS INSTRUMENT PREPARED BY:
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CMT Building
330 Commerce Street, Suite 110
Nashville, Tennessee 37201
(Prepared from information provided
by and at the direction of the Stewart
Creek Farms, Sections 4 and 5
Homeowners' Association, Inc.)

Heather Dawbarn, Register
Rutherford County Tennessee
Rec #: 1083607 Instrument #: 2320730
Rec'd: 25.00 Recorded
State: 0.00 11/23/2020 at 11:51 AM
Clerk: 0.00 in Record Book
Other: 2.00 1996
Total: 27.00
Pages 3162-3166

AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
APPLYING TO
STEWART CREEK FARMS, SECTION IV

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions Applying to Stewart Creek Farms, Section IV ("Amendment") is made and entered into by the Developer the Stewart Creek Farms, Sections 4 and 5 Homeowners' Association, Inc. ("Stewart Creek Farms" or "Association") in accordance with Article VIII, Section 3 of the Declaration of Covenants, Conditions and Restrictions Applying to Stewart Creek Farms, Section IV ("Declaration") of record in Record Book 1290, Pages 3823-3858, Register's Office for Rutherford County, Tennessee; the Declaration having been amended by Amendment to the Declaration of Covenants, Conditions and Restrictions Applying to Stewart Creek Farms, Section IV ("First Amendment"), of record in Record Book 1950, Pages 1695-1697, said Register's Office.

WITNESSETH:

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

WHEREAS, this Amendment shall override, supersede and replace the First Amendment; and,

WHEREAS, pursuant to Article VIII, Section 3 of the Declaration, the same may be amended by the Developer, without the joinder of the Owner of any Lot, until the latter of (i) the Termination of Class B membership; or (ii) five (5) years from the date Developer last owns any Lot within Stewart Creek Farms, Sections 4 and 5; and,

WHEREAS, neither of such events have been satisfied as of the date of this Amendment, to therefore, the Developer shall hereby amends the Declaration without the joinder of Owner of any Lot withing the Association.

NOW, THEREFORE, by these presents, Article V, Section 8 (page 11) of the Declaration is hereby deleted in its entirety and replaced with the following:

SECTION 8. Fences. The only fences which shall be permitted on Lots shall be those erected with the express written permission of the Committee, which is charged to ensure that said fences conform to the general character and atmosphere of the neighborhood. The Committee may require, as a condition of approval, the use of hedges or other greenery as screening for the fence. All fences shall be maintained in good repair, and Owner agrees to abide by reasonable directives for repairs and maintenance as may be made by the Committee.

- (a) All perimeter fences shall be a minimum of four (4) feet in height and must be constructed of matching brick, aluminum or wrought iron. The erecting of said fence may not be closer to any street than 20 feet from behind the front corners of the house nor closer than two (2) feet from each side Lot line and two (2) feet from the rear Lot line. Written requests to construct all or part of any fence which is to be closer than two (2) feet from a side Lot line, shall also be accompanied by written approval for such, signed and dated by the neighbor(s) whose Lot is immediately adjacent to the location of the section of fence being requested. Individual brick post structures may extend closer than two (2) feet from the property line so long as the fence itself does not.
- (b) As to privacy fences: A six (6) foot white or tan vinyl privacy fence may be installed in the back portion of the yard which shall not exceed past the rear corners of the house. If a privacy fence is installed, it must be approved by the Architectural Review Committee and must conform to the style and design standards to be determined by the Architectural Review Committee.
- (c) On all fences, the exact description and material of the fence, showing the exact location of the Lot, house and fence must be submitted to the Committee for approval. No fence may be located upon or within a dedicated easement (public utility, sewer, access, drainage, etc.).
- (d) No chain-linked fence, chicken wire or other fencing materials shall be permitted.

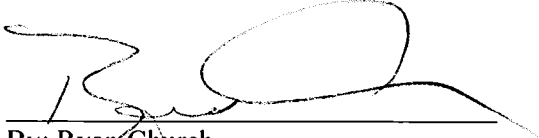
NOW, THEREFORE, by these presents, Article IV, Section 11 of the Declaration is hereby deleted in its entirety and replaced with the following:

SECTION 11. Subordination of the Lien to Mortgages & Lien on Mortgage or Deed of Trust Proceeds. Upon the foreclosure of a first mortgage or deed of trust, the foreclosure and the sale shall be subject to the Association's lien created in Article IV, Section 1 herein, and the Association shall be entitled to proceeds from the foreclosure sale to satisfy the lien for common expenses and assessments which would have become due in the absence of acceleration during the six (6) months immediately preceding institution of such foreclosure, but not exceeding one percent (1%) of the maximum principal indebtedness of the lien secured by the first mortgage or deed of trust.

Only the changes and amendments made by this Amendment to the Declaration of Covenants, Conditions and Restrictions Applying to Stewart Creek Farms, Section IV shall be changed. All other terms, conditions, restrictions and provisions of the Declaration and previous amendments thereto, shall survive and continue to remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of this the 30th of October, 2020.

**STEWART CREEK FARMS, SECTIONS 4 AND 5
HOMEOWNERS' ASSOCIATION, INC.
BY A&R LAND DEVELOPMENT, LLC, a
Tennessee Limited Liability Company**


By: Ryan Church
Its: Member

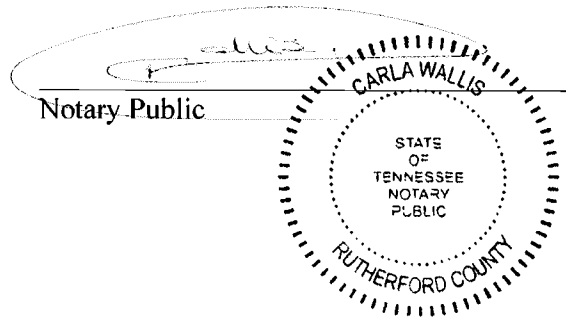
STATE OF TENNESSEE)
COUNTY OF RUTHERFORD)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared **Ryan Church** 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 a Member of A&R Land Development, LLC, Developer of Stewart Creek Farms, Sections 4 and 5 Homeowners' Association, Inc., and that he as such Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the LLC by himself as such Member.

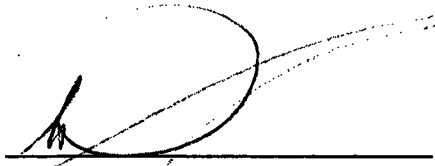
30th Witness my hand and official seal at Murfreesboro, Rutherford County, Tennessee, this day of October, 2020.

**My Commission Expires
November 20, 2023**

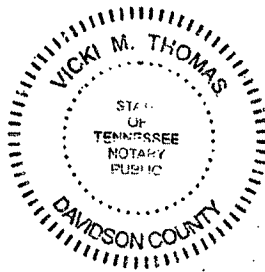
My Commission Expires:



I, the undersigned, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.



SCOTT D. WEISS



State of Tennessee

County of Davidson

Personally appeared before me, the undersigned, a Notary Public for this county and state, SCOTT D. WEISS, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

My Commission expires: 11/08/2021



Notary Public