

Prepared by:
ParkTrust Development, LLC
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Heather Dawbarn, Register
Rutherford County Tennessee
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**SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS & RESTRICTIONS FOR CLEAR CREEK, SECTION II**

The undersigned, Clear Creek LLC, hereinafter referred to as "Developer", being the developer of the property described herein known as Clear Creek, Section II of record in Plat 43, page 250, in the Register's Office for Rutherford County, Tennessee, desires to subject the property known as Clear Creek Section II, to the Declaration of Protective Covenants, Conditions & Restrictions For Clear Creek, Section I previously of record in the Register's Office for Rutherford County, Tennessee in Record Book 1584, page 3793-3834 of the Register's Office for Rutherford County, Tennessee, and as amended in Record Book 1609, page 2055-2056, Record Book 1642, Page 2855, Record Book 1693, Page 1708-1709 in the Register's Office for Rutherford County, Tennessee, and any subsequent amendments thereto, with the amendment set forth herein below.

NOW, THEREFORE, in consideration of the foregoing and the benefits applying to the property, the following protective covenants are adopted for Clear Creek, Section II, which shall be appurtenant to and run with the land and be binding upon all lot and unit owners, their heirs, successors and assigns:

1. Clear Creek, Section II as shown on Plat of Record in Plat Book 43, page 250, in the Register's Office for Rutherford County, Tennessee, shall be subject to the Declaration of Protective Covenants, Conditions & Restrictions For Clear Creek, Section I of record in Record Book 1584, page 3793-3834 of the Register's Office for Rutherford County, Tennessee, and as amended in Record Book 1609, page 2055-2056, Record Book 1642, Page 2855, Record Book 1693, Page 1708-1709 in the Register's Office for Rutherford County, Tennessee, and any subsequent amendments thereto, which shall be appurtenant to and run with the land and be binding upon all lot and unit owners, their heirs, successors and assigns.

2. Any and all lot and unit owners within Clear Creek, Section II, shall be subject to the restrictions, regulations, conditions, covenants and plans as provided in the Declaration of Protective Covenants, Conditions & Restrictions For Clear Creek, Section I of record in Record Book 1584, page 3793-3834 of the Register's Office for Rutherford County, Tennessee, and as amended in Record Book 1609, page 2055-2056, Record Book


1642, Page 2855, Record Book 1693, Page 1708-1709 in the Register's Office for Rutherford County, Tennessee, and any subsequent amendments thereto.

3. Any and all lot owners of Clear Creek, Section II shall be members of the Clear Creek Homeowners' Association, Inc. and be subject to and entitled to the benefits of the Association as established in the Declaration of Protective Covenants, Conditions & Restrictions for Clear Creek, Section I of record in Record Book 1584, page 3793-3834 of the Register's Office for Rutherford County, Tennessee, and as amended in Record Book 1609, page 2055-2056, Record Book 1642, Page 2855, Record Book 1693, Page 1708-1709 in the Register's Office for Rutherford County, Tennessee, and any subsequent amendments thereto.

4. Clear Creek, LLC reserves the right to unilaterally amend this instrument applicable to Clear Creek, Section II, without the joinder of any other owner so long as Clear Creek, LLC owns any lot or unit within Clear Creek, Section II, and for a period of ten (10) years thereafter.

IN WITNESS WHEREOF, said Clear Creek, LLC has caused this instrument to be executed this the 4TH day of February, 2020.

CLEAR CREEK, LLC

By: 
Title: Member

STATE OF TENNESSEE
COUNTY OF RUTHERFORD

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Bob Parks, with whom I am personally acquainted, and who upon his oath acknowledged himself to be the Member of CLEAR CREEK, LLC and Bob Parks as such Member, being authorized so to do, executed the foregoing instrument (SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS & RESTRICTIONS FOR CLEAR CREEK, SECTION II) for the purposes therein contained by signing the name of CLEAR CREEK, LLC by himself as such Member.

WITNESS MY HAND and official seal at my office on this the 4TH day of February, 2020.


NOTARY PUBLIC

My commission expires: 10-22-23

