

THIS INSTRUMENT PREPARED BY:
Ortale Kelley Law Firm (PHP)
330 Commerce Street, Suite 110
Nashville, Tennessee 37201

Heather Dawbarn, Register
Rutherford County Tennessee
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Record Book 1937 Pgs 2082-2086

**FIRST SUPPLEMENT AND AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR THREE RIVERS**

(ANNEXING ADDITIONAL PROPERTY FOR THE GARDENS OF THREE RIVERS)

THIS FIRST SUPPLEMENT AND AMENDMENT ("First Supplement and Amendment") TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THREE RIVERS made this the 15th day of June, 2020, by **STAR LAND COMPANY, LLC**, a Tennessee limited liability company (hereinafter referred to as "Declarant"), for itself, its successors, successors-in-title, grantees, and assigns and by the Members of the **THREE RIVERS HOMEOWNERS' ASSOCIATION, INC.** a Tennessee nonprofit corporation (the "Association").

WITNESSETH:

WHEREAS, South 64 Joint Venture, a Tennessee joint venture ("Original Declarant"), established certain covenants, conditions, and restrictions for property located in Rutherford County, Tennessee, pursuant to the Declaration of Covenants, Conditions, and Restrictions (the "Original Declaration") for Three Rivers (the "Development") of record in Record Book 592, Page 1029, in the Register's Office for Rutherford County, Tennessee (the "Register's Office"); a The Original Declaration has been amended, modified, and corrected by multiple filings of record in said Register's Office including but not limited to, the amendments, modifications and corrections at Record Book 600, Page 1626, Record Book 794, Page 2501, Record Book 894, Page 2410, Record Book 674, Page 1009, Record Book 755, Page 3315, certified and reaffirmed by Assignor in Record Book 1046, Page 2095, and amended in Record Book 1283, Page 3126 in the Register's Office of Rutherford County, Tennessee. (the Original Declaration together with all the amendments, modification, corrections, certifications, reaffirmations and other recorded filings may be collectively referred to herein as the "Declaration"); and

WHEREAS, the undersigned Declarant, being Star Land Company, LLC, having obtained the Declarant Rights pursuant to the Consent to Assignment of Declarant Rights in Regard to Three Rivers, a Planned Residential Community, of Record at Record Book 1285 Page 3837 of record in said Register's Office; and

WHEREAS, pursuant to Article 8, Section 8.1 of said Declaration, Declarant desires to annex an additional twenty-two (22) +/- acres of Property, including any Common Property and other real property related thereto to the Development; said property being more particularly described on Exhibit "A" attached hereto (the "Additional Property"); and

WHEREAS, pursuant to Article 15.2 of said Declaration, Declarant desires to amend the Declaration to further define certain lots located within the Property as well as amend certain provisions regarding The Gardens of Three Rivers sub development; and

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. Section 1.20 of the Declaration shall be amended by deleting Section 1.20 in its entirety and replacing with the following Section 1.20:

1.20 "Homesite": A portion of the Properties, whether improved or unimproved, which may be independently owned and conveyed and which is intended for development, use, and occupancy as a free-standing home for a single family, or attached townhome units, or an unplatted portion of the Properties. In case the Properties contain any unplatted parcels of land, such land shall be deemed to be a single Homesite until such time as a subdivision plat is filed with respect to all or a portion of the parcel. Thereafter, the portion encompassed by such plat shall contain the number of Homesites determined as set forth in the preceding paragraph and any portions not encompassed by such plat shall continue to be treated as a single Homesite in accordance with this Section.

2. Section 1.27 of the Declaration shall be amended by deleting Section 1.27 in its entirety and replacing with the following Section 1.27:

1.27 "Owner": One (1) or more Persons who hold the record title to any Homesite, including Declarant and any Builders, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. For clarity, the owners of the Townhome Lots shall be considered Owners of Homesites within this Declaration.

3. The following Section 1.33 shall be added to the Declaration:

1.33 "The Gardens of Three Rivers": Shall refer to a Townhome Unit development located within the Properties.

4. The following Section 1.33 shall be added to the Declaration:

1.33 "Townhome Association": Shall refer to the Gardens of Three Rivers Homeowners Association, Inc., a Tennessee not for profit corporation. For clarity, the owners of the Townhome Lots and Members of the Townhome Association are also Members of the Association and considered Owners of Homesites within the Association.

5. The following Section 1.34 shall be added to the Declaration:

1.35 "Townhome Lots": Any Homesite within the Development on which is located single-family attached Townhome Units.

6. The following Section 1.35 shall be added to the Declaration:

1.35 "Townhome Units": Any improvements situated upon any Townhome Lot designated and intended for use and occupancy as a residence by a single family, attached, residential unit.

7. The first paragraph of Article 2 of the Declaration shall be amended by deleting the first paragraph of Article 2 in its entirety and replacing with the following:

Three Rivers, is a planned residential community, which is intended to consist of freestanding, single family dwellings, Townhome Units, and multi-family (up to 4 unit housing) dwellings. The Development is served by public streets. The Properties consist of

approximately 240 acres of land initially, but may be expanded as permitted by this Declaration.

8. Article 9, Section 9.2 of the Declaration shall be amended by deleting the second paragraph of Article 9, Section 9.2 in its entirety and replacing with the following:

General Assessments shall be levied against all Homesites and other property subject to assessment and shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted Common Expenses, including any reserves. The Board, in its sole discretion, has the power to set General Assessments differently based on the size and needs of each Homesite (i.e., the Townhome Lots may have a different General Assessment than the remaining Homesites). In determining the level of General Assessments, the Board, in its discretion, may consider other sources of funds available to the Association, including any surplus from prior years, and any assessment income expected to be generated from any additional Homesites reasonably anticipated to become subject to assessment during the fiscal year.

9. Article 10, Section 10.1(b) of the Declaration shall be amended by deleting Article 10, Section 10.1(b) in its entirety and replacing with the following:

Within the sub-development of "The Gardens of Three Rivers" and all sub-sections thereof (included within Exhibit "A"), all Townhome Units shall contain a minimum of 1,250 square feet of heated living space. All remaining Homesites (other than the Townhome Units) shall contain a minimum of 1,400 square feet of heated living space.

10. The Declaration shall be supplemented and amended for purposes of annexing the Additional Property, as more particularly described on Exhibit "A" attached hereto, to the Development and subjecting said Additional Property to the covenants, conditions, and restrictions of the Declaration, as supplemented and amended from time to time.
11. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Declaration, as supplemented and amended from time to time.
12. All other items not heretofore amended or supplemented shall remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this First Supplement and Amendment has been executed by Declarant as of the day and year first above written.

DECLARANT:

**STAR LAND COMPANY, LLC,
a Tennessee limited liability company**

By: [Signature]
Name: [Signature]
Its: _____

STATE OF TENNESSEE)
COUNTY OF Williamson)

Before me, the undersigned, a Notary Public in and for State and County aforesaid, personally appeared Adam Abraham, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Chief manager of STAR LAND COMPANY, LLC, a Tennessee limited liability company, the within named bargainer, and that he, as Chief manager of the corporation, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Chief manager.

WITNESS my hand and official seal at Brentwood, Tennessee, this 23rd day of June, 2019.

Carrie Borden
Notary Public

My Commission Expires: 12/6/21

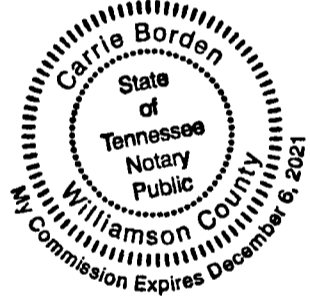


EXHIBIT "A"
Legal Description

P/O MAP 114, PARCEL 15.05

A TRACT OF LAND IN THE CITY OF MURFREESBORO, 12TH CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE, BOUNDED ON THE NORTH BY WILLIAM AND CAROLYN WAITE (D.B. 318, PG. 431), ON THE EAST BY ROY AND JEAN LOWERY (D.B. 373, PG. 420); ON THE SOUTH BY LOWERY, SECTION ONE, RIVERS EDGE (PLAT BK. 36, PG. 286) AND THE REMAINING LANDS OF STAR LAND COMPANY (R.B. 1040, PG. 2731), AND ON THE WEST BY THREE RIVERS SECTION 2, (PLAT BK. 30, PG. 206), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 118, THREE RIVERS SECTION 2, THENCE WITH THE EASTERLY LINE OF THREE RIVERS SECTION 2 WITH THE FOLLOWING CALLS:

N35°23'32"E, A DISTANCE OF 213.03';
THENCE WITH A 630.00' RADIUS CURVE TO THE LEFT, A DISTANCE OF 325.15', A CHORD BEARING AND DISTANCE OF N20°36'25"E, 321.55';
THENCE, N05°49'18"E, A DISTANCE OF 660.05' TO AN IRON PIN IN THE SOUTHERLY LINE OF WAITE, THENCE WITH SAID SOUTHERLY LINE WITH THE FOLLOWING CALLS:
S83°18'04"E, A DISTANCE OF 32.43' TO AN IRON PIN;
THENCE, S83°19'02"E, A DISTANCE OF 606.66' TO AN IRON PIN AT THE SOUTHEAST CORNER OF WAITE, ALSO BEING THE NORTHWEST CORNER OF LOWERY ;
THENCE WITH THE WESTERLY LINE OF LOWERY, S05°01'48"W, A DISTANCE OF 1440.11' TO AN IRON PIN FOUND AT AN ELBOW CORNER IN THE WESTERLY LINE OF LOWERY;
THENCE, N81°49'55"W, A DISTANCE OF 605.36' TO AN IRON PIN AT THE NORTHWEST CORNER OF LOWERY, THE NORTHEAST CORNER OF SECTION ONE, RIVERS EDGE;
THENCE WITH THE NORTHERLY LINE OF RIVERS EDGE, N81°09'09"W, A DISTANCE OF 50.82', THENCE, WITH A NEW LINE SEVERING THE LANDS OF STAR LAND COMPANY WITH THE FOLLOWING CALLS:
N08°50'51"E, A DISTANCE OF 127.02';
THENCE WITH A 300.00' RADIUS CURVE TO THE RIGHT, A DISTANCE OF 126.89', A CHORD BEARING AND DISTANCE OF N66°43'30"W, 125.95';
THENCE, N54°36'28"W, A DISTANCE OF 99.00' TO THE EASTERLY TERMINUS OF ELDIN CREEK DRIVE;
THENCE WITH SAID TERMINUS, N35°23'32"E, A DISTANCE OF 50.00' TO A POINT IN THE NORTHERLY RIGHT OF WAY FOR ELDIN CREEK DRIVE;
THENCE WITH SAID RIGHT OF WAY, N54°36'28"W, A DISTANCE OF 18.00' TO THE POINT OF BEGINNING, HAVING AN AREA OF 22.510 ACRES, MORE OR LESS BY SURVEY DONE JUNE 7, 2018 BY SEC, INC., THOMAS G. ROSENTHAL, TN RLS #1805.

BEING A PORTION OF THE LANDS CONVEYED TO STAR LAND COMPANY, LLC BY DEED OF RECORD IN RECORD BOOK 1040, PAGE 2731, IN THE OFFICE OF THE REGISTER OF DEEDS FOR RUTHERFORD COUNTY, TENNESSEE.