

This instrument was prepared by:
Murfree & Murfree, PLLC
805 S. Church Street, Suite 6
Murfreesboro, TN 37130
Upon information provided by the parties.

Supplementary Declaration
of Restrictive Covenants
Applying to
Triple Crown Farms, Section 1 Supplemented to Add
Triple Crown Farms, Section II.

Pursuant to Restrictive Covenants applying to the Subdivision named Triple Crown Farms, Section I, dated January 6, 2006 and of record in Record Book 582, page 3332 and the Homeowner's Association of record in Record Book 593 page 1000 in the Register's Office of Rutherford County, Tennessee, the undersigned developer, New South Developments II, LLC a Tennessee Limited Liability Company desires to annex and add the property known and designated as Section II, Triple Crown Farms, as shown on Plat of Record in Plat Book _____, page _____, in said Register's Office, to the plan of Triple Crown Farms Subdivision as the original restrictions appear in the Record Book hereinabove mentioned.

NOW, THEREFORE, in consideration of the foregoing and the mutual benefits accruing to the parties in the property, it is agreed that:

1. This Supplementary Declaration is being made Pursuant to the terms of the Restrictive Covenants of record in Record Book 582, page 3332, in the Register's Office of Rutherford County, Tennessee, for the purpose of annexing and adding the property known and designated as Section II , Triple Crown Farms, as shown on Plat of Record in Plat Book _____, page _____, in said Register's Office, and making it a part of Triple Crown Farms Subdivision. Said Section II, Triple Crown Farms, is within the area described in Record Book 488, page 1515, of Record in the Register's Office of Rutherford County, Tennessee.

2. Section II, Triple Crown Farms as shown on Plat of Record in Plat Book _____, page _____, in said Register's Office, shall be subject to the restrictions, regulations, conditions, covenants and plan of Triple Crown Farms Subdivision. Further, said Section shall be in the jurisdiction of the Architectural Review Committee and the Triple Crown Farms Homeowner's Association, Inc., shall be extended to the property all as provided in the Restrictive Covenants applying to the Subdivision named Triple Crown Farms, Section I, of record in Record Book 582, page 3332, in said Register's Office as amended herein. All lot owners of the property herein annexed shall become members of the Triple Crown Farms Homeowner's Association, Inc. and shall have the rights and privileges of the same and shall be subject to all assessments, fees and duties of the Homeowner's Association. Common areas may be deeded to the association in fee simple pursuant said Restrictive Covenants of record in

Record Book 582, page 3332, in the Register's Office of Rutherford County, Tennessee as amended herein.

According to the Restrictive Covenants for Triple Crown Farms, Section I, of record in Record Book 582, page 3332, in the Register's Office of Rutherford County, Tennessee, the Restrictive Covenants may be amended at any time by the developer so long as the developer owns one lot in the original Section I or any section added thereto and made subject to these restrictions, or as long as the developer owns or has under contract or option to purchase, any property described in Record Book 488, page 1515, or as long as New South Developments II, LLC owns or is under option or contract to purchase, any property contiguous to the above described properties.

NOW, THEREFORE, the undersigned does hereby amend the Restrictive Covenants applying to the subdivision named Triple Crown Farms, Section I, as recorded in Record Book 582, page 3333, of said Register's Office, but only as they relate to Triple Crown Farms, Section II, being annexed, hereby the following shall apply:

1. Numerical paragraph 4, page 3, beginning on Record Book 582, page 3334, shall read and be amended as follows for Section II, Triple Crown Farms Subdivision: "There should be a minimum of twenty-five hundred (2,500) square feet of heated living space".

2. Numerical paragraph 5, page 4, of record in Record Book 582, page 3335, shall read and be amended as follows for Section II, Triple Crown Farms Subdivision: "All Homes shall be constructed with a minimum of 75% brick or stone".

3. Numerical paragraph 6, page 4, of record in Record Book 582, page 3335, shall be amended to read as follows for Section II, Triple Crown Farms Subdivision: "All Homes must have a minimum two (2) vehicle garage which shall be attached to the home and no front entry garages shall be permitted".

4. Numerical paragraph 26, page 6, of record in Record Book 582, page 3337, shall be amended to read as follows for Section II, Triple Crown Farms Subdivision: "No animals, livestock including horses, or poultry of any kind, may be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for commercial purpose, and provided said animals do not become a nuisance because of noise or otherwise. Horses, exotic, or dangerous pets shall not be permitted in Triple Crown Farms, Section II under any circumstances.

5. Numerical paragraph 14, page 5, of record in Record Book 582, page 3336, shall be amended to read as follows for Section II, Triple Crown Farms Subdivision: "Any home site, proposed to be altered from its natural state, shall be landscaped according to plans approved by the Architectural Review Committee. All shrubs, trees, grass and plantings of every kind shall be kept well maintained, properly cultivated and free of trash and other unsightly material. Six months after occupancy, but no later than twelve (12) months after construction begins, the front yard must have a good stand of grass, a

minimum of twenty-four (24) two-gallon size or better plantings, and a minimum of two (2) 1-1/2" - 2" caliber trees or larger planted on each lot.”

6. Article V, Section 7, of record in Record Book 582, page 3343, shall remain unchanged and shall apply to Section II, Triple Crown Farms Subdivision, and reads as follows:

“Section 7. Date of Commencement of Annual Assessments and Initiation fee: Due Dates. The annual assessments provided for herein shall commence as to all Lots in Triple Crown Farms, Section I, subject to these restrictions immediately upon recordation of this document. The assessment for Class A Lots shall be payable in one lump sum annually at \$400.00 a year.

(a). AT THE TRANSFER OF A LOT FROM THE DEVELOPER TO AN INITIAL LOT OWNER, AND FROM EACH SUBSEQUENT OWNER TO A NEW OWNER THERE SHALL BE PAID AN INITIATION FEE BY THE NEW OWNER (GRANTEE) AT THE TIME OF THE TRANSFER. THE INITIAL AMOUNT OF THIS FEE WILL BE FOUR HUNDRED (\$400.00) DOLLARS. THE AMOUNT OF THIS FEE MAY BE CHANGED BY THE DEVELOPER OR THE ASSOCIATION AT ANY TIME. THE NON-PAYMENT OF THIS FEE AT THE TIME OF TRANSFER SHALL GIVE THE ASSOCIATION ALL OF THE RIGHTS OF COLLECTION AND LIEN RIGHTS PROVIDED HEREIN AND IN THE RESTRICTIVE COVENANTS OF RECORD IN RECORD BOOK 582, PAGE 3332 IN THE REGISTER’S OFFICE OF RUTHERFORD COUNTY TENNESSEE. For Triple Crown Farms Section II, said Initiation Fee shall not apply to transfers of unimproved lots from the Developer to a builder who is purchasing the lot for the purpose of building a residence thereon for speculation and subsequent sale. However, the initiation fee shall be charged to the transferee (buyer/grantee) when the speculating builder subsequently transfers any lot. For the purpose of this paragraph a sale or transfer of a lot or unit shall occur on the date of the closing of the transfer and the execution of an instrument of title evidencing the conveyance of title.

(b). The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance. Annual assessments will be adjusted each year by the Board of Directors.”

IN WITNESS WHEREOF, the undersigned has placed his signature on this the _____ day of _____, 2006.

NEW SOUTH DEVELOPMENTS II, L.L.C

By: _____
Danny L. O'Brien, Member

STATE OF TENNESSEE
COUNTY OF RUTHERFORD

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, Danny L. O'Brien, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a Member of, NEW SOUTH DEVELOPMENTS II, L.L.C, the within named bargainer, a limited liability company, and he as such Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such Member.

WITNESS MY HAND and official seal at my office on this the
_____ day of _____, 2006.

Notary Public

My commission expires: _____