

This instrument prepared by: Don O. Johnson, 317 W. Spring St., Cookeville, TN 38501

**Note to Register of Deeds:
Please make notation of the
recording of this instrument
in the margin of the
instrument recorded at
Deed Book 522, page 474.**

**YEAR 2000 AMENDMENTS TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR
DEER CREEK**

This YEAR 2000 AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR DEER CREEK ("Year 2000 Amendment") is executed this 20th day of January, 2000, by Deer Creek Home Owners' Association ("Association"), a Tennessee non-profit corporation, and Deer Creek Golf Community, L.L.C. ("L.L.C."), a Tennessee Limited Liability Company.

W I T N E S S E T H

WHEREAS, Deer Creek Development, Inc. ("Declarant") executed and recorded at Deed Book 372, page 1, at Register's Office for Cumberland County, Tennessee, a certain Declaration of Covenants, Conditions and Restrictions for Deer Creek (the "Restrictions"); and

WHEREAS, the Restrictions were amended by that first Amendment to Declarations of *mail* Covenants, Conditions and Restrictions (the "First Amendment") recorded at Deed Book 447, *Deer Creek* page 408, Register's Office for Cumberland County, Tennessee; and

WHEREAS, the Restrictions were further amended by that Second Amendment to Declaration of Covenants, Conditions, and Restrictions (the "Second Amendment") recorded at Deed Book 518, page 766, Register's Office for Cumberland County, Tennessee; and

WHEREAS, the Restrictions were further amended by that Amended and Restated Declaration of Covenants, Conditions and Restrictions for Deer Creek (the "Amended and Restated Restrictions") recorded at Deed Book 522, page 474, Register's Office for Cumberland County, Tennessee; and

WHEREAS, the Association has been authorized and directed, by the affirmative vote of the Members of the Association representing sixty seven (67%) percent of the total votes of

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the Association, and by the vote of the major owner, who continues to own more than ten (10) residential units, to execute and record this Year 2000 Amendment;

NOW, THEREFORE, for and in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency is acknowledged, the Amended and Restated Restrictions are amended as follows:

1. Section 12 of Article I, Definitions, regarding the definition of "Neighborhood" is deleted in its entirety and the following new Section 12 of Article I is inserted in its place:

Section 12. "Neighborhood". Neighborhood shall mean and refer to each separately developed Residential Unit, including without limitation, condominium units, town homes, patio or zero lot line homes, and single family houses on separately platted lots.

2. Section 22 of Article XII, Use Restrictions, regarding "Lakes and Water Bodies" is deleted in its entirety and the following new Section 22 of Article XII is inserted in its place:

Section 22. Lakes and Water Bodies. All lakes, ponds and streams within the properties shall be used for irrigation of Golf Course Property and aesthetic amenities, and no other use thereof, including, without limitation, swimming, boating, playing or use of personal floatation devices, shall be permitted; provided, however, that fishing and the use of small boats (not exceeding 15' in length or 5' in width, without motors, or with electric motors only, that do not exceed 75 pounds of thrust) in connection therewith may be allowed pursuant to rules and regulations established by the Board of Directors. No boat dock, landing, float or other structure extending into any lake or pond within the properties shall be constructed without the prior approval of the Architectural Control Committee ("ACC"). The Association should not be responsible for any loss, damage or injury to any personal property arising out of the authorized or unauthorized use of lakes, ponds, or streams within the properties.

3. Section 28. of Article XII, Dwelling Quality and Size is deleted in its entirety, and the following new section 28 of Article XII is inserted in its place:

Section 28. Dwelling Quality and Size. All dwellings constituting a Residential Unit (except for condominiums or town homes) within the following platted sections of the Properties shall have an attached two car garage or larger and the following minimum heated living area:

- (i) Section A - three (3) bedroom homes - 2,000 sq. ft.; two (2) bedroom homes - 1,800 sq. ft.; and one (1) bedroom homes - 1,500 sq. ft. (Section A is of record in Plat Cabinet 9, page

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237 and also on Slide 97-B, and Section A Lots 32-36 are of record in Plat Cabinet A, Slide 320 and also on Slide 139-B);

- (ii) Section B - three (3) bedroom homes - 1,600 sq. ft.; two (2) bedroom homes - 1,500 sq. ft.; one (1) bedroom homes - 1,400 sq. ft. (Section B is of record in Plat Cabinet 9, page 311 and also on Slide 135-A); and
- (iii) Section C - three (3) bedroom homes - 2,000 sq. ft.; two (2) bedroom homes - 1,800 sq. ft. and one (1) bedroom homes - 1,500 sq. ft. (Section C is of record in Plat Cabinet 9, page 351 and also on Slide 153-B and Section C Lots 29 and 29A is of record in Plat Cabinet 10, page 148).

The minimum heated living area for all dwellings constituting a Residential Unit within sections of the Properties not yet platted shall be determined by the Major Owner at the time the Plat(s) are approved and recorded.

4. Section 4. of Article XIII Easements, regarding "Easements for Utilities, Etc." is deleted in its entirety, and the following new Section 4 of Article XIII is inserted in its place:

Section 4. Easements for Utilities, Etc. There is hereby reserved to the Board of Directors the power to grant, and the power to reserve unto itself, blanket easements upon, across, over and under all of the Properties for ingress, egress, installation, replacing, repairing, and maintaining master television antenna systems, security, and similar systems, walkways, and all utilities, including, but not limited to, water, sewers, telephones, gas and electricity. The Board of Directors shall, upon written request, grant such easements as may be reasonably necessary for the development of any of the Properties or that may be annexed in accordance with Article VIII of this Amended and Restated Declaration.

There is hereby reserved an easement of access across the Properties for the purpose of slope, fire buffer, fire break maintenance and for the installation, maintenance and repair of all components necessary to make up a sewage disposal system, including without limitations, sewer lines, holding tanks and treatment facilities. Such easement shall be used in a reasonable manner and at reasonable times in order to minimize the effect upon the use and enjoyment of privately owned property.

Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines or other utilities may be installed or relocated on said Properties, except as may be approved by the Board of Directors. Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate

recordable document, the Board of Directors shall have the right to grant such easement on said Properties without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Properties. The Board of Directors shall have the power to dedicate all or part of the Common Area to Cumberland County, or other local, state or federal government entity.

5. Section 1. of Article IV Associations Responsibilities is supplemented and added to at the end of the first paragraph of Section 1 as follows:

Notwithstanding, anything contained herein to the contrary, the Association's responsibility shall not include the cost or expense of the installation of the main sewer line or lines running to and/or from the sewage treatment facility, or of the sewer lines and/or related septic systems running to any residential unit connected to the sewer system. Each individual lot owner shall be responsible for the cost or expense of the installation of sewer lines on their own lots that connect the residential unit, or other improvements, to the sewer system.

6. Section B of Article II of the Second Amended and Restated By-Laws of Deer Creek Homeowners' Association which is attached as Exhibit C to the Amended and Restated Restriction, and which is incorporated therein by Section 4. Of Article I, is modified as follows:

The annual meeting of members beginning with the annual meeting in January, 2000, shall be held within 30 days after January 1st of each successive year at a date and time as set by the Board of Directors.


All other Sections of the "Amended and Restated Declaration of Covenants, Conditions and Restrictions for Deer Creek" recorded at Deed book 522, page 474, Register's Office for Cumberland County, Tennessee, shall, except as specifically stated herein, remain unaltered and unamended, and shall continue to be of full force and effect.

Executed the day first written above.

DEER CREEK HOMEOWNERS'
ASSOCIATION

By: 
Fred Brown, President

DEER CREEK GOLF
COMMUNITY, L.L.C.

By: 
Fred Brown, Chief Manager

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STATE OF TENNESSEE
COUNTY OF Putnam

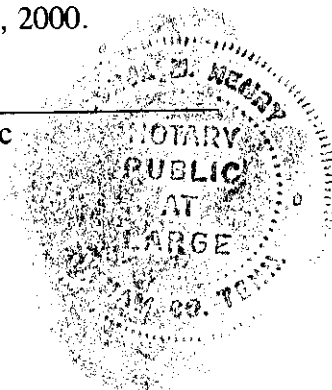
Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared **Fred Brown**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be President of **Deer Creek Homeowners' Association**, the within named bargainor, a corporation, and that he as President being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

Witness my hand and official seal this 20th day of January, 2000.

Angie M. H.
Notary Public

My Commission Expires:

Jan. 22, 2002



STATE OF TENNESSEE)
COUNTY OF Putnam)

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared **Fred Brown**, 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 **Deer Creek Golf Community, L.L.C.**, the within named bargainor, a limited liability company, and that he as Chief Manager 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 Chief Manager.

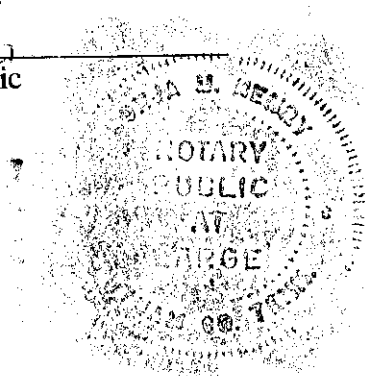
Witness my hand and official seal this 20th day of January, 2000.

Angie M. H.
Notary Public

My Commission Expires:

Jan. 22, 2002

State of Tennessee, County of CUMBERLAND
Received for record the 21 day of
JANUARY 2000 at 2:01 PM. (RECH 228333)
Recorded in official records GENERAL IN
Book 1048 pages 920- 924
Notebook 12 Page 69
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 22.00, Total \$ 22.00,
Register of Deeds JUDY GRAHAM SWALLOWS
Deputy Register REGINA HODGE



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