

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 2003 AMENDMENTS TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR
DEER CREEK**

This YEAR 2003 AMENDMENTS TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR DEER CREEK ("Year 2003 Amendments") is executed this 19~~th~~ day of Feb., 2003, 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 Covenants, Conditions and Restrictions (the "First Amendment") recorded at Deed Book 447, 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 Restrictions were further amended by the Year 2000 Amendments to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Deer Creek (the "Year 2000 Amendments") recorded at General Index Book 1048, page 920, Register's Office for Cumberland County, Tennessee; and

BK 1143 PG 2014

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 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 2003 Amendments;

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 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 13' in length or 6' 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.

2. Section 10 of Article X, Assessments regarding "exempt property" is deleted in its entirety, and the following new Section 10 of Article X is inserted in its place:

Section 10. Exempt Property. Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of Base Assessments, Neighborhood Assessments and Special Assessments:

- (a) all Common Area;
- (b) all property which is dedicated to and accepted by a local public authority, which is granted to or used by a utility company;
- (c) the Golf Course Property; and
- (d) any residential unit(s), not improved by a residential dwelling, if the owner is being assessed on at least one other residential unit.

BK 1143 PG 2015

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 above written.

DEER CREEK HOMEOWNERS' ASSOCIATION

By: Paul Kramer
Title: President

DEER CREEK GOLF COMMUNITY, L.L.C.

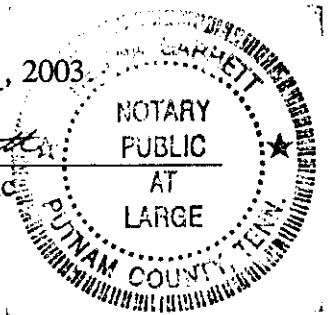
By: **Gina Brown West Irrevocable Trust,**
Sole Member
By: Don O. Johnson
Don O. Johnson, Trustee

STATE OF TENNESSEE
COUNTY OF Putnam

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared Paul Kramer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself/herself to be President of **Deer Creek Homeowners' Association**, the within named bargainer, a corporation, and that he/she 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/herself as President.

Witness my hand and official seal this 19th day of February, 2003.

Rizina Garrett
Notary Public



My Commission Expires:
2-24-04

BK 1143 PG 2016

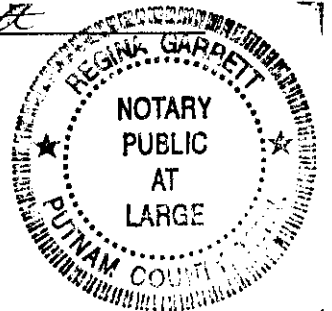
STATE OF TENNESSEE)
COUNTY OF Putnam)

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared Don O. Johnson, Trustee, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be Trustee of the Gina Brown West Irrevocable Trust, the sole member of **Deer Creek Golf Community, L.L.C.**, the within named bargainor, a limited liability company, and that he as Trustee for the sole 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 Trustee for the Gina Brown West Irrevocable Trust.

Witness my hand and official seal this 19th day of February, 2003.

Regina Garrett
Notary Public

My Commission Expires:
2-24-04



State of Tennessee, County of CUMBERLAND
Received for record the 22 day of
JULY 2003 at 12:57 PM. (REC# 298427)
Recorded in official records GENERAL IN
Book 1143 pages 2014-2017
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 24.00, Total \$ 24.00,
Register of Deeds JUDY GRAMM SWALLOWS
Deputy Register ADRIA C. WHITTENBURG

BK 1143 PG 2017