

This instrument was prepared by:

COPE, HUDSON, REED & MCCREARY, P.L.L.C. Attorneys
16 Public Square North
Memphis, Tennessee 37130

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS APPLYING TO PUCKETT STATION**

This Amendment to Declaration is made and entered into this 15th day of
May, 2012 by Puckett Station Partnership, a general partnership (the "Developer").

WITNESSETH

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions
for Puckett Station is of record in Record Book 811, page 3161 of the Registers
Office of Rutherford County, Tennessee, as previously amended in Record Book
815, Page 1395 and Record Book 856, page 1776 and as supplemented by
Supplemental Declaration of record in Record Book 1008, page 3469 of said
Registers Office (collectively, the "Declaration"); and

WHEREAS, Article XIII, Section 2 provides that the Declaration may be
amended at any time by the Developer within fifteen (15) years from the date of the
Declaration which was January 10, 2008; and

WHEREAS, the Developer desires to amend the Declaration as provided
hereinbelow.

NOW, THEREFORE, the Declaration of Protective Covenants,
Conditions & Restrictions are amended as follows

1. Article VII, Section 1(c)(i) applicable to Preserve lots, being lots
43 through 81, is amended by deleting the following sentence: "All houses must be
constructed with a minimum of 85% brick, stucco, hardy plank or stone veneer
exterior." The following provision shall be added to replace said deleted sentence:

"All exterior elevations of houses must be constructed with a minimum of
75% brick or stone and a maximum of 25% fiber cement siding or stucco."

2. Article VII, Section 1 (c)(ii) applicable to Knolls lots, being lots 1
through 42, is amended by deleting the following sentence: "All houses must be
constructed with a minimum of 85% brick, stucco, hardy plank or stone veneer
exterior." The following provision shall be added to replace said deleted sentence:

"All houses must be constructed with a minimum of 75% brick, stucco, hardy plank or stone veneer exterior and a maximum of 25% fiber cement siding or stucco."

3. Article VII, Section 1(d) is amended by deleting the following sentence: "All fences must be approved by the Committee, and cannot be taller than fifty-four inches in height." The following provision shall be added to replace said deleted sentence: "All fences must be approved by the Committee, and cannot be taller than sixty (60) inches in height."

4. Article VII, Section 1 (d) is further amended by deleting the following sentence: "Only wrought iron fences or aluminum fences which are black or dark green in color will be considered for approval." The following provision shall be added to replace said deleted sentence:

"In regards to all Preserve lots (lots 43 through 81), only wrought iron fences or aluminum fences which are black or dark green in color will be considered for approval. In regards to the Knolls lots (lots 1 through 42), only wrought iron, aluminum, or 60 inch vinyl solid panel fence of the pre-approved design and color selected by the Committee will be considered for approval."

5. Article VII, Section 1 (f) shall be amended to add the following:

"All garbage cans shall be located or screened so as to be concealed from view of neighboring streets and property. All rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate. There shall be no dumping or burning of grass clippings, leaves or other debris, rubbish, trash or garbage, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond or lake within the Development, except that fertilizers may be applied to landscaping on yards provided care is taken to minimize runoff."

5. Article VII, Section 2 (e) is amended to add the following provision:

"All lots must have sod turf installed in the front and side yard upon completion of construction."

6. Article VII, Section 3 is amended by deleting the following sentences: "There shall be no outside parking of recreational vehicles for longer than thirty-six (36) consecutive hours, including but not limited to camping trailers, boats, boat trailers and motor homes on any lot, street, or Common Area. Owners, and their tenants, guests, and invitees, are prohibited from parking any vehicle or trailer on any public street within the Development for longer than a twenty-four hour period of time." The following provisions shall replace the deleted sentences:

"Vehicles shall be parked only as permitted in this Section. Vehicles may be parked in garages, driveways serving the respective home, and in areas designated by the Board of the Association for parking. Vehicles may not be parked in the yards or common areas. Vehicles of Owners and residents can be parked on the street for no more than four (4) consecutive hours and said parking may not occur more than twice within a calendar week. Streets shall not be used by Owners and residents for parking on a regular basis. Temporary Guests, as defined hereinbelow, of residents or owners may park on the street for no more than twenty-four (24) consecutive hours. "Temporary Guests" are defined as persons who stay in a home in the Development for seven (7) days or less within a calendar year. Any person who stays in a home in the Development for more than seven (7) days within a calendar year shall be considered a resident and shall be subject to the same rules pertaining to parking which are applicable to Owners and residents. Vehicles shall be subject to reasonable rules adopted by the Board of the Association. Service and delivery vehicles may be parked within the Development during daylight hours for such limited period of time as is reasonably necessary to provide service or delivery to a home or Common Area. There shall be no outside parking of recreational vehicles, campers, trailers, or boats for longer than twenty-four (24) consecutive hours within the Development. Recreational vehicles, campers, trailers, and boats may only be parked within garages if parked within the Development for longer than twenty four (24) consecutive hours. Any vehicle parked in violation of this Section or the rules adopted by the Board of the Association may be towed and/or fined in accordance with the rules adopted by the Board of the Association. This provision shall not be applicable to the Declarant or to any builder or subcontractor in the process of construction.

7. Except as specifically amended hereinabove, all other provisions of the Declaration remain in full force and effect.

IN WITNESS WHEREOF, said Puckett Station Partnership has caused this instrument to be executed this the 15th day of May, 2012.

PUCKETT STATION PARTNERSHIP

[Signature]
By: _____
John D. Floyd, Partner

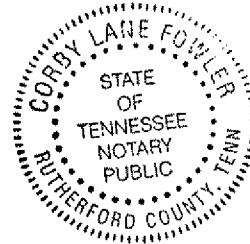
STATE OF TENNESSEE
COUNTY OF RUTHERFORD

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared JOHN D. FLOYD with whom I am personally acquainted, and who upon his oath acknowledged him to be the Partner of PUCKETT STATION PARTNERSHIP and JOHN D. FLOYD as such Partner being authorized so to do, executed the foregoing instrument (AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS APPLYING TO PUCKETT STATION) for the purposes therein contained by signing the name of PUCKETT STATION PARTNERSHIP by him as such Partner.

WITNESS MY HAND and official seal at my office on this the 15th day of May, 2012.

[Signature]
NOTARY PUBLIC

My commission expires: 02/17/14



Heather Dawbarn, Register
Rutherford County Tennessee
Rec #: 695234
Rec'd: 20.00 Instrument #: 1781231
State: 0.00
Clerk: 0.00 Recorded
Other: 2.00 5/17/2012 at 2:51 PM
Total: 22.00 in
Record Book 1131 Pgs 3550-3553