

BK/PG:4179/811-816

07006362

RESTRICTIONS	
02/09/2007	01:07 PM
BATCH	92361
MFG TAX	0.00
TRN TAX	0.00
REC FEE	30.00
DP FEE	2.00
REG FEE	0.00
TOTAL	32.00

STATE OF TENNESSEE, WILLIAMSON COUNTY

SADIE WADE
REGISTER OF DEEDS

A Tune, Entekin & White

BK/PG: 4166/667-671

07003980

RECORDING STAMP
ON BACK PAGE

Pick Up

This instrument prepared by:
T. Chad White
Tune, Entekin & White, PC
315 Deaderick Street, Suite 1700
Nashville, TN 37238

RESTRICTIONS	
01/26/2007	11:59 AM
BATCH	91326
MTG TAX	0.00
TRN TAX	0.00
REC FEE	25.00
DP FEE	2.00
REG FEE	0.00
TOTAL	27.00

STATE OF TENNESSEE, WILLIAMSON COUNTY

SADIE WADE
REGISTER OF DEEDS

*** FIRST AMENDMENT TO
DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR BURKITT PLACE**

This FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR BURKITT PLACE ("First Amendment") is made and entered into by BURKITT PLACE DEVELOPMENT, LLC ("Developer"), a Tennessee limited liability company.

WITNESSETH:

WHEREAS, the Developer previously established and recorded DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR BURKITT PLACE ("Master Declaration") of record in the Register's Office for DAVIDSON COUNTY, Tennessee at Instrument Number 20060306-0025388 on March 6, 2006 and of record in the Register's Office for WILLIAMSON COUNTY, Tennessee at Book 3845, Pages 754-799;

WHEREAS, pursuant to Article VII, Section 4 the Master Declaration, Developer now desires to amend the Master Declaration;

WHEREAS, the words defined in the Master Declaration shall have the same meaning in this First Amendment.

NOW, THEREFORE, for and in consideration of the foregoing premises, Developer hereby amends the Master Declaration as follows:

1. Developer has prepared and recorded the Plat for the Town Home Site section of the Property attached hereto as Exhibit 1. The Town Home Site shall be submitted, together with all buildings, structures, improvements and other permanent fixtures of any kind whatsoever hereafter constructed thereon, and all rights and privileges belonging or pertaining thereto, to the provisions of the Horizontal Property Act of the State of Tennessee in order to establish and construct thereon a horizontal property regime with Private Elements to be known as "THE VILLAGE OF BURKITT PLACE", consisting of SIXTY-FIVE (65) residential townhome dwellings ("Units"), together with certain buildings, structures, driveways, walkways, amenities, improvements and other permanent fixtures thereon to be further described in the DECLARATION OF PROTECTIVE COVENANTS,

** Re-recorded to include Exhibit 1, inadvertently omitted at time originally recorded @ Bk/Pg : 4166/667-671 in the Register's Office for Williamson Co.*

Davidson County REST
Recvd: 02/02/07 15:31 6 pgs
Fees: 32.00 Taxes: 0.00



20070202-0014304

CONDITIONS AND RESTRICTIONS FOR THE VILLAGE OF BURKITT PLACE, a Horizontal Property Regime with Private Elements.

2. Article I, Section 2 of the Master Declaration is deleted in its entirety and substituted in lieu thereof shall be the following:

Section 2. "Builder" shall mean and refer to any Person who is in the business of constructing single family and/or multi-family residences and who acquires any Lot(s) or Unit pad(s) in the Subdivision for the purpose of constructing a single family residence or Unit(s) thereon for sale to a third party customer of the Builder.

3. Article I, Section 6 of the Master Declaration is deleted in its entirety and substituted in lieu thereof shall be the following:

Section 6. "**House**" shall mean and refer to a building situated upon any Lot designated and intended for use and occupancy as a residence by a single family; and the term "House" shall also mean and refer to any individually numbered portion of any building (a "Unit"), designed and built for use and occupancy as a single family residence and intended for independent ownership, which is not owned in common with any other Unit Owner (as defined in this First Amendment) as to be created and further described in the DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE VILLAGE OF BURKITT PLACE, a Horizontal Property Regime with Private Elements.

4. Article I, Section 7 of the Master Declaration is deleted in its entirety and substituted in lieu thereof shall be the following:

Section 7. "**Lot**" shall mean any lot shown on any recorded Plat(s) of the Property and shall not include any dedicated streets and roadways; and the term "Lot" shall also mean and refer to every "**Unit,**" which shall mean and refer to any individually numbered portion of any building, designed and built for use and occupancy as a single family residence and intended for independent ownership, which is not owned in common with any other Unit Owner as to be created and further described in the DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE VILLAGE OF BURKITT PLACE, a Horizontal Property Regime with Private Elements.

5. Article I, Section 9 of the Master Declaration is deleted in its entirety and substituted in lieu thereof shall be the following:

Section 9. "Lot Owner" shall mean and refer to the record owner, whether one or more Persons, of the fee interest in any Lot, excluding, however, those parties holding such interest merely as security for the performance of an obligation; and with regard to the Original Declaration "Lot Owner" shall

also mean and refer to every "Unit Owner," which shall mean and refer to the Person(s) whose estates or interests, individually or collectively, aggregate fee simple ownership of a Unit, its Private Elements, the Limited Common Elements appurtenant thereto and of the undivided percentage of ownership interest in the Common Elements as to be created and further described in the DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE VILLAGE OF BURKITT PLACE, a Horizontal Property Regime with Private Elements. "Unit Owner" shall not mean the mortgagee or beneficiary of a recorded Mortgage or deed of trust who holds a lien solely for security purposes and does not have possession of the Unit.

6. Article I, Section 11 of the Master Declaration is deleted in its entirety and substituted in lieu thereof shall be the following:

Section 11. "Occupant" shall mean or refer to any Person or Persons in possession of a Lot or Unit other than the Lot Owner or Unit Owner.

7. Article I, Section 20 of the Master Declaration is deleted in its entirety and substituted in lieu thereof shall be the following:

Section 20. "Town Home Site" shall mean and refer to the portion of the Property as further described and shown on Exhibit 1 attached hereto, upon which shall be established and constructed a horizontal property regime with Private Elements to be known as "BURKITT PLACE TOWNHOMES", consisting of up to SIXTY-FIVE (65) residential dwellings ("Units"), together with certain buildings, structures, driveways, walkways, amenities, improvements and other permanent fixtures thereon to be further described in the DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE VILLAGE OF BURKITT PLACE, a Horizontal Property Regime with Private Elements.

8. Article III, Section 3(a)-(c) of the Master Declaration is deleted in its entirety and substituted in lieu thereof shall be the following:

Section 3. Annual Assessment. The Board of Directors shall establish the amount of the annual assessment for each calendar year and shall set the time and manner by which the annual assessment shall be paid. Until otherwise set by the Board of Directors, the annual assessments shall be payable in quarterly installments due on the first day of each quarter.

9. Article III, Section 5 of the Master Declaration is deleted in its entirety and substituted in lieu thereof shall be the following:

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized in Article III, Section 3 above and the supplemental assessments authorized in Article III, Section 4 above, the Association may levy, in any assessment year, a special assessment to pay

in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property, if any, related thereto, provided that any such assessment shall have the assent of at least two-thirds (2/3rds) of the votes entitled to be cast by the Association members who are voting in person or by proxy at a meeting duly called for this purpose.

10. Article III, Section 8 of the Master Declaration is deleted in its entirety and substituted in lieu thereof shall be the following:

Section 8. Notice and Quorum for Any Action Authorized Under Section 3, 4 or 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 3, 4 or 5 of this Article III shall be sent to all members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast twenty percent (20%) of all votes entitled to be cast by the Association members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. This procedure may be repeated with the required quorum reduced by half at each subsequent meeting until a quorum is achieved although in no event may the required quorum be less than 10% of the total votes eligible to be cast. No such subsequent meeting shall be held more than ninety (90) days following the preceding meeting.

IN WITNESS WHEREOF, the Developer has executed this First Amendment effective as of the 24th day of January, 2007.

[Remainder of Page Intentionally Left Blank]

BURKITT PLACE DEVELOPMENT, LLC

By: *G. Allen Patton*
G. Allen Patton

Its: Chief Manager

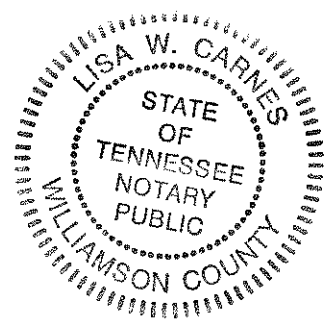
STATE OF TENNESSEE)
)
COUNTY OF Williamson)

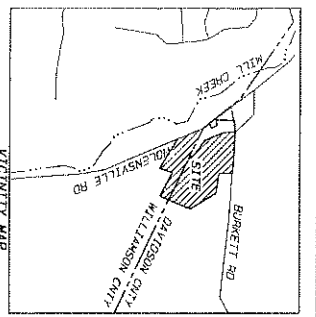
Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named G. ALLEN PATTON, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the CHIEF MANAGER of BURKITT PLACE DEVELOPMENT, LLC, the bargainer, a LIMITED LIABILITY COMPANY, and that he as such CHIEF MANAGER, being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of the COMPANY by himself as such CHIEF MANAGER.

Witness my hand and seal at office in Brentwood, TN,
Tennessee, this 24th day of January, 2007.

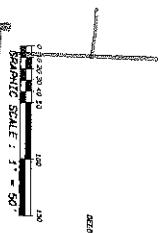
Lisa W. Carnes
Notary Public

My Commission Expires: 10 / 5 / 09



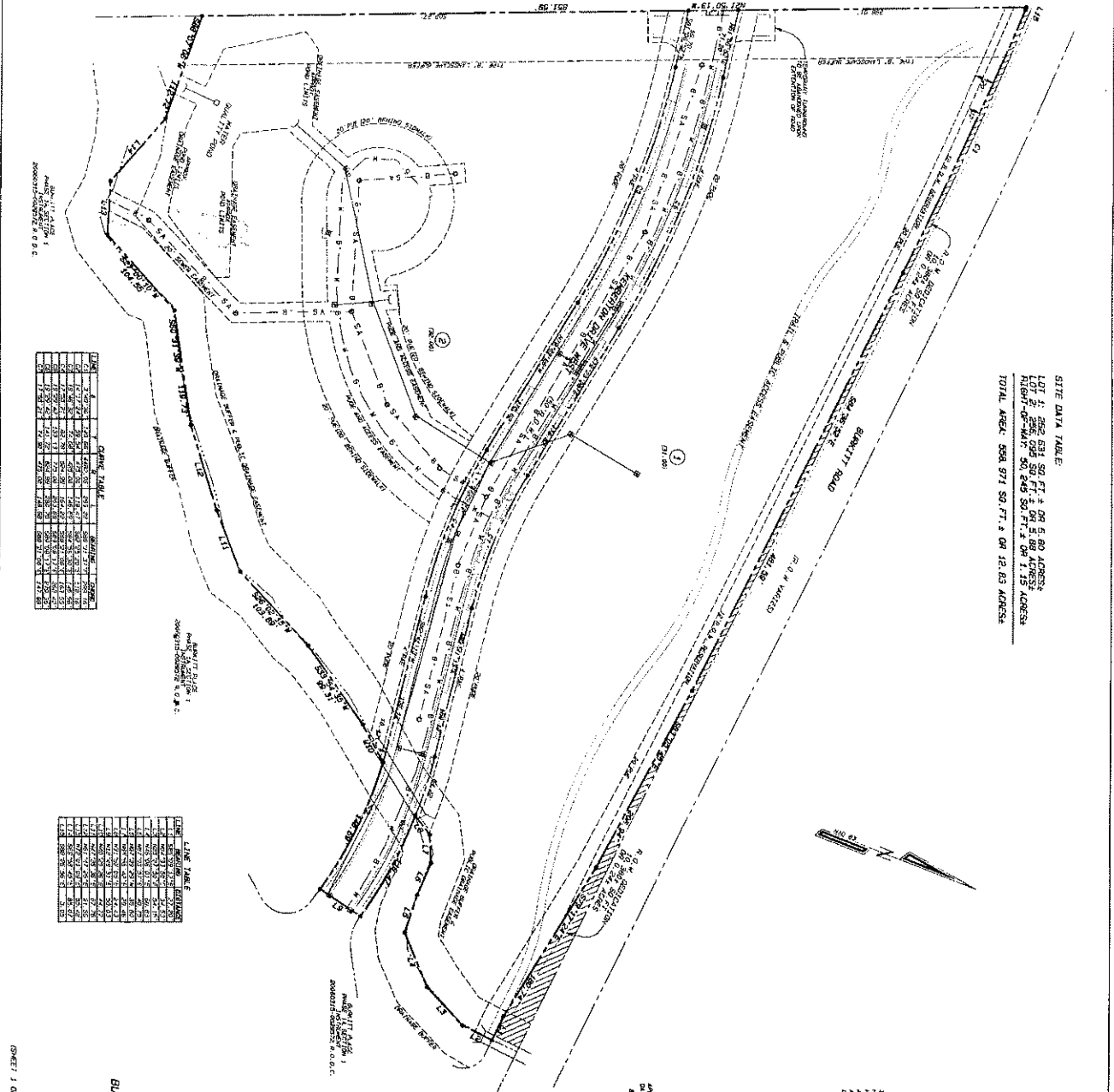


UTILITY NOTE
 THE UTILITIES SHOWN ON THIS PLAN ARE BASED ON RECORD PLANS AND FIELD SURVEY. THE LOCATION OF UTILITIES IS NOT GUARANTEED. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS OBSERVED THE LOCATION OF UTILITIES. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS OBSERVED THE LOCATION OF UTILITIES. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS OBSERVED THE LOCATION OF UTILITIES.



EXHIBIT

- NOTICE**
 THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS OBSERVED THE LOCATION OF UTILITIES. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS OBSERVED THE LOCATION OF UTILITIES.
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 30. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS OBSERVED THE LOCATION OF UTILITIES.



SIZE DATA TABLE

LOT 1: 250.00 FT. x 100.00 FT. ON E. 80.00 ACRES
 LOT 2: 250.00 FT. x 100.00 FT. ON E. 80.00 ACRES
 RIGHT-OF-WAY: 50.00 FT. x 100.00 FT. ON E. 80.00 ACRES
 TOTAL AREA: 800.00 FT. x 100.00 FT. ON E. 80.00 ACRES

GRADE TABLE

LINE	STATION	GRADE
1	0+00	100.00
1	1+00	100.00
1	2+00	100.00
1	3+00	100.00
1	4+00	100.00
1	5+00	100.00
1	6+00	100.00
1	7+00	100.00
1	8+00	100.00
1	9+00	100.00
1	10+00	100.00
1	11+00	100.00
1	12+00	100.00
1	13+00	100.00
1	14+00	100.00
1	15+00	100.00
1	16+00	100.00
1	17+00	100.00
1	18+00	100.00
1	19+00	100.00
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1	28+00	100.00
1	29+00	100.00
1	30+00	100.00
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1	37+00	100.00
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1	40+00	100.00
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1	42+00	100.00
1	43+00	100.00
1	44+00	100.00
1	45+00	100.00
1	46+00	100.00
1	47+00	100.00
1	48+00	100.00
1	49+00	100.00
1	50+00	100.00

LINE TABLE

LINE	STATION	GRADE
1	0+00	100.00
1	1+00	100.00
1	2+00	100.00
1	3+00	100.00
1	4+00	100.00
1	5+00	100.00
1	6+00	100.00
1	7+00	100.00
1	8+00	100.00
1	9+00	100.00
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1	43+00	100.00
1	44+00	100.00
1	45+00	100.00
1	46+00	100.00
1	47+00	100.00
1	48+00	100.00
1	49+00	100.00
1	50+00	100.00

SHEET 1 OF 11

FINAL PLAN
 BURKITT PLACE
 PHASE 50-09-0360-12
 CLUSTER LOT SUBDIVISION
 31ST COMMEMORATIVE DISTRICT
 NASHVILLE, DAVIDSON COUNTY
 TENNESSEE
 DATE: 9-27-06
 REVISION: 1-08-07

ENGINEER
 CIVIL ENGINEER
 LICENSE NO. 10000
 DATE: 11-17-03

SUBMITTER
 CLUSTER LOT SUBDIVISION
 BURKITT PLACE
 PHASE 50-09-0360-12
 DATE: 11-17-03

COMMISSIONER'S APPROVAL
 APPROVED BY THE MEMORIAL COUNTY PLANNING COMMISSION ON NOVEMBER 17, 2006.
 BY: [Signature]
 DATE: 11/17/06



ENGINEER'S CERTIFICATE
 I HEREBY CERTIFY THAT THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS OBSERVED THE LOCATION OF UTILITIES. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS OBSERVED THE LOCATION OF UTILITIES.

DATE: 11-17-06
BY: [Signature]