

THIS INSTRUMENT PREPARED BY AND RETURN TO:
EVANS PETREE PC
1000 RIDGEWAY LOOP ROAD, SUITE 200
MEMPHIS, TENNESSEE 38120

**FIRST AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
SPRING CREEK RANCH RESIDENTIAL OWNERS ASSOCIATION, INC.**

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPRING CREEK RANCH RESIDENTIAL OWNERS ASSOCIATION, INC. ("First Amendment"), is made and declared on this 1st day of March, 2012, by *Spring Creek, LLC*, a Tennessee limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant entered into that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Grand Manor at Spring Creek Ranch Residential Owners Association, Inc., of record at Instrument No. 10029948 in the Register's Office of Shelby County, Tennessee (the "Declaration"); and

WHEREAS, pursuant to Article XII, Section 4, Declarant can amend the Declaration due to the fact that Declarant has more than sixty-seven percent (67.0%) of the total number of votes eligible to be cast ; and

WHEREAS, pursuant to Article XII, Section 11, Declarant has the unilateral right to amend the Declaration to insure the orderly development of the Property; and

WHEREAS, Declarant desires to amend the Declaration in accordance with the terms and conditions contained herein; and

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, and in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby agree as follows:

1. USE RESTRCTIONS.

Section Article IX, Subpart Z. is hereby deleted in its entirety and shall be void and of no further force or effect.

2. MISCELLANEOUS.

A. This First Amendment is intended to modify and amend the terms of the Declaration. Therefore, to the extent that the terms and provisions of this First Amendment

conflict with the terms of the Declaration, the terms and provisions of this First Amendment shall control.

B. Except as otherwise expressly provided herein, all capitalized terms herein contained shall have the same meanings as set forth in the Declaration.

C. Except as expressly modified in this First Amendment, all terms, conditions, and provisions of the Declaration shall remain in full force and effect.

D. This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one First Amendment. To facilitate execution of this First Amendment, the parties may execute and exchange by telephone facsimile counterparts of the signature pages.

[Remainder of Page Intentionally Left Blank]

[Signature Page(s) to follow]

IN WITNESS WHEREOF, the undersigned have executed this First Amendment on the day and year first above written.

Spring Creek, LLC

By: [Signature]

Title: chief manager

ACKNOWLEDGMENT

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public of the state and county mentioned, personally appeared Robb Meyer, 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 Spring Creek, LLC, a Tennessee limited liability company, the within named bargainer, and that he as such Chief Manager, executed the foregoing instrument for the purposes therein contained, by signing the name of Spring Creek LLC, a limited liability company, by himself as Chief Manager.

WITNESS my hand, at office, this 1 day of March, 2012.

Rita J. Shee
Notary Public

My Commission expires: 7/18/15






Tom Leatherwood

Shelby County Register

As evidenced by the instrument number shown below, this document has been recorded as a permanent record in the archives of the Office of the Shelby County Register.

	
12025196	
03/06/2012 - 02:48 PM	
3 PGS	
LIZ 927372-12025196	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	0.00
WALK THRU FEE	0.00
TOTAL AMOUNT	17.00
TOM LEATHERWOOD	
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE	

THIS INSTRUMENT PREPARED BY AND RETURN TO:
EVANS PETREE PC
400 POPLAR AVE., SUITE 400
MEMPHIS, TENNESSEE 38119

**SECOND AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
GRAND MANOR AT SPRING CREEK RANCH
RESIDENTIAL OWNERS ASSOCIATION, INC.**

THIS SECOND AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GRAND MANOR AT SPRING CREEK RANCH RESIDENTIAL OWNERS ASSOCIATION, INC. ("Second Amendment"), is made and declared on this 12 day of October 2021, by *Spring Creek Land Development, LLC*, a Tennessee limited liability company, f/k/a Spring Creek L.L.C., a Tennessee limited liability company, under Tennessee Secretary of State Control No. 000325553 ("Spring Creek") and *SCR Bravo Investments, LLC*, a Tennessee limited liability company ("Bravo").

WITNESSETH:

WHEREAS, Spring Creek entered into that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Grand Manor at Spring Creek Ranch Residential Owners Association, Inc., of record at Instrument No. 10029948 in the Register's Office of Shelby County, Tennessee, as amended by that First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of record at Instrument No. 12025196 (collectively, the "Declaration"); and

WHEREAS, on even date herewith, Trail Partners, LLC, a Tennessee limited liability company conveyed to Bravo that certain property located in Shelby County, Tennessee, more particularly shown in **Exhibit "A"** attached hereto and incorporated herein by reference ("Bravo Property"); and

WHEREAS, Bravo desires to be part of the Association and subject the Bravo Property to the protective covenants, conditions, restrictions, reservations, liens, easements and charges set forth in the Declaration; and

WHEREAS, pursuant to Article V, Section 4 of the Declaration, Declarant has the right to bring additional property into the Association and subject it to the Declaration;

WHEREAS, Spring Creek, as Declarant, desires to bring the Bravo Property into the Association and subject it to the terms contained of the Declaration; and

WHEREAS, in addition, pursuant to Article I, Section 8, Declarant has the right to specifically assign the rights, obligations and duties of Declarant; and

WHEREAS, Declarant desires to irrevocably assign the rights, obligations and duties of Declarant to Bravo; and

WHEREAS, Spring Creek, as Declarant, desires to amend the Declaration in order to bring in the Bravo Property as additional Property and assign its rights, duties and obligations as Declarant to Bravo;

WHEREAS, pursuant to Article XII, Section 4, Declarant can amend the Declaration due to the fact that Declarant has more than sixty-seven percent (67.0%) of the total number of votes eligible to be cast ; and

WHEREAS, pursuant to Article XII, Section 11, Declarant has the unilateral right to amend the Declaration to insure the orderly development of the Property; and

WHEREAS, Spring Creek, as Declarant, desires to amend the Declaration in accordance with the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, Spring Creek hereby establishes, and Bravo hereby agrees to the following:

1. ADDITIONAL PROPERTY.

All of the property described on **Exhibit "A"** shall be held, sold and conveyed subject to the easements, restrictions, covenants, reservations, liens and conditions of the Declaration. These easements, covenants, restrictions, reservations, liens and conditions shall run with the aforementioned property and be binding on all parties having or acquiring any right, title or interest in said property or any part thereof and shall inure to the benefit of each Owner thereof. All Owners of said property shall be members of the Association.

Bravo, for itself and its successors and assigns, consents and hereby subjects the property described on **Exhibit "A"** to the terms, conditions and restrictions contained in the Declaration as amended by this Second Amendment.

Bravo, its successors and assigns, are hereby made a Member of the Association and shall remain a Member of the Association subject to the terms and conditions contained herein.

The term "Property" shall be modified to also include all property and Lots described on **Exhibit "A"**, attached hereto and incorporated herein by reference as if set forth verbatim.

The property described on **Exhibit "A"** has not yet been platted, but for purposes set forth in the Declaration, shall be deemed to contain a total of 56 Lots. No Lot or tract owned by the Declarant (as redefined herein) shall be subject to Assessment at any time by the Association for any purpose, but this provision shall in no way limit the Declarant's right to vote as a Member of the Association.

2. NEW DECLARANT.

In consideration of Bravo being the owner of the newly added and undeveloped portion of the Property, Spring Creek hereby irrevocably assigns any and all rights it has as Declarant under the Declaration to Bravo, including without limitation, all voting rights. Spring Creek has executed an irrevocable proxy coupled with an interest in the name of SCR Bravo Investments, LLC with the right to such Declarant voting rights.

The terms "Declarant" shall be redefined as SCR Bravo Investments, LLC, a Tennessee limited liability company, and any person or entity specifically assigned the rights, future obligations and future duties of Declarant.

Any duties or obligations of Declarant existing or accruing on or prior to the date of this instrument shall remain the sole duty and obligation of Spring Creek.

Pursuant to Article III, Section 1 of the Declaration, Declarant is entitled to 412 votes for each Lot it owns. As noted above, Bravo is deemed to have 56 Lots and is now the Declarant.

3. MISCELLANEOUS.

A. This Second Amendment is intended to modify and amend the terms of the Declaration. Therefore, to the extent that the terms and provisions of this Second Amendment conflict with the terms of the Declaration, the terms and provisions of this Second Amendment shall control.

B. Except as otherwise expressly provided herein, all capitalized terms herein contained shall have the same meanings as set forth in the Declaration.

C. Except as expressly modified in this Second Amendment, all terms, conditions, and provisions of the Declaration shall remain in full force and effect.

D. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Second Amendment. To facilitate execution of this Second Amendment, the parties may execute and exchange by telephone facsimile counterparts of the signature pages.

[Remainder of Page Intentionally Left Blank]

[Signature Page(s) to follow]

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment on the day and year first above written.

Spring Creek Land Development, LLC

By: D. [Signature]

Title: chief manager

ACKNOWLEDGMENT

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public of the state and county mentioned, personally appeared D. Robb Meyer, 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 **Spring Creek Land Development, LLC**, a Tennessee limited liability company, the within named bargainor, and that he as such Chief Manager, executed the foregoing instrument for the purposes therein contained, by signing the name of **Spring Creek Land Development, LLC**, a Tennessee limited liability company, by himself as Chief Manager.

WITNESS my hand, at office, this 15th day of October 2021.



[Signature]
Notary Public
My Commission expires: _____

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment on the day and year first above written.

SCR Bravo Investments, LLC

By: _____

Title: Manager

ACKNOWLEDGMENT

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public of the state and county mentioned, personally appeared Cary Thompson, 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 Manager of SCR Bravo Investments, LLC, a Tennessee limited liability company, the within named bargainer, and that he as such Manages, executed the foregoing instrument for the purposes therein contained, by signing the name of SCR Bravo Investments, LLC, a Tennessee limited liability company, by himself as Manager.

WITNESS my hand, at office, this 1st day of October 2021.



Notary Public
My Commission expires: _____

Exhibit "A"

BEGINNING AT A HALF INCH IRON PIN FOUND AT THE NORTHEAST CORNER OF LOT 88, SPRING CREEK RANCH P.D., PHASE 3 AS RECORDED IN PLAT BOOK 257 PAGE 34; THENCE SOUTH 75 DEGREES 15 MINUTES 46 SECONDS WEST ALONG THE NORTH LINE OF LOTS 88 AND 87 A DISTANCE OF 217.70 FEET TO A HALF INCH IRON PIN FOUND AT AN ANGLE POINT IN THE NORTH LINE OF LOT 87; THENCE SOUTH 75 DEGREES 29 MINUTES 36 SECONDS WEST ALONG THE NORTH LINE OF LOTS 87 AND 86 A DISTANCE OF 267.21 FEET TO A POINT (HALF INCH IRON PIN FOUND 0.7 FEET WEST) IN THE EAST LINE OF THE SPRING CREEK RANCH, LLC PROPERTY AS DESCRIBED IN INSTRUMENT 20029993; THENCE ALONG THE EAST AND SOUTH LINE OF THE SPRING CREEK RANCH, LLC PROPERTY THE FOLLOWING COURSES AND DISTANCES:

THENCE NORTH 29 DEGREES 50 MINUTES 26 SECONDS EAST A DISTANCE OF 555.85 FEET TO A SET HALF INCH IRON PIN; THENCE NORTH 02 DEGREES 33 MINUTES 53 SECONDS EAST A DISTANCE OF 191.23 FEET TO A SET HALF INCH IRON PIN; THENCE NORTH 44 DEGREES 02 MINUTES 09 SECONDS EAST A DISTANCE OF 306.78 FEET TO A SET HALF INCH IRON PIN; THENCE SOUTH 70 DEGREES 01 MINUTES 12 SECONDS EAST A DISTANCE OF 226.46 FEET TO A SET HALF INCH IRON PIN; THENCE NORTH 15 DEGREES 49 MINUTES 05 SECONDS EAST A DISTANCE OF 104.76 FEET TO A SET HALF INCH IRON PIN; THENCE NORTH 89 DEGREES 49 MINUTES 39 SECONDS EAST A DISTANCE OF 417.72 FEET TO A SET HALF INCH IRON PIN; THENCE NORTH 58 DEGREES 06 MINUTES 15 SECONDS EAST A DISTANCE OF 457.25 FEET TO A SET HALF INCH IRON PIN; THENCE SOUTH 85 DEGREES 22 MINUTES 59 SECONDS EAST A DISTANCE OF 654.72 FEET TO A SET HALF INCH IRON PIN; THENCE SOUTH 12 DEGREES 07 MINUTES 41 SECONDS EAST A DISTANCE OF 107.03 FEET TO A SET HALF INCH IRON PIN; THENCE SOUTH 86 DEGREES 20 MINUTES 44 SECONDS EAST A DISTANCE OF 120.65 FEET TO A SET HALF INCH IRON PIN; THENCE NORTH 14 DEGREES 27 MINUTES 07 SECONDS EAST A DISTANCE OF 56.58 FEET TO A SET HALF INCH IRON PIN; THENCE NORTH 32 DEGREES 04 MINUTES 23 SECONDS WEST A DISTANCE OF 55.74 FEET TO A SET HALF INCH IRON PIN; THENCE SOUTH 85 DEGREES 22 MINUTES 59 SECONDS EAST A DISTANCE OF 370.28 FEET TO A SET HALF INCH IRON PIN IN THE ACCEPTED FAYETTE COUNTY/SHELBY COUNTY LINE;

THENCE SOUTH 06 DEGREES 31 MINUTES 55 SECONDS WEST ALONG THE FAYETTE COUNTY LINE A DISTANCE OF 80.18 FEET TO A SET HALF INCH IRON PIN; THENCE SOUTH 02 DEGREES 45 MINUTES 17 SECONDS WEST ALONG THE FAYETTE COUNTY LINE A DISTANCE OF 1411.72 FEET TO A HALF INCH IRON PIN FOUND IN THE NORTH LINE OF LOT 195, SPRING CREEK RANCH P.D., PHASE 8 AS RECORDED IN PLAT BOOK 278 PAGE 12; THENCE NORTH 87 DEGREES 14 MINUTES 43 SECONDS WEST ALONG THE NORTH LINE OF LOTS 195 THROUGH 192 A DISTANCE OF 361.88 FEET TO A HALF INCH IRON PIN FOUND AT AN ANGLE POINT IN THE NORTH LINE OF LOT 192; THENCE SOUTH 70 DEGREES 12 MINUTES 47 SECONDS WEST ALONG THE NORTH LINE OF LOT 192 AND COMMON OPEN SPACE B A DISTANCE OF 201.24 FEET TO A SET HALF INCH IRON PIN SET IN THE EAST LINE OF MISS CAMRYN LANE; THENCE ACROSS THE EAST AND NORTH LINE OF THE SCR BRAVO, LLC PROPERTY AS DESCRIBED IN INSTRUMENT 12131519 THE FOLLOWING COURSES AND DISTANCES:

THENCE NORTH 30 DEGREES 27 MINUTES 15 SECONDS WEST A DISTANCE OF 8.09 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 393.58 FEET, A DISTANCE OF 304.26 FEET, (CHORD= NORTH 03 DEGREES 08 MINUTES 18 SECONDS WEST, 296.74 FEET); THENCE NORTH 18 DEGREES 33 MINUTES 56 SECONDS EAST A DISTANCE OF 82.61 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 262.00 FEET, A DISTANCE OF 185.04 FEET, (CHORD=NORTH 01 DEGREES 40 MINUTES 00 SECONDS WEST, 181.21 FEET); THENCE NORTH 21 DEGREES 53 MINUTES 55 SECONDS WEST A DISTANCE OF 319.49 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 187.00 FEET, A DISTANCE OF 216.71 FEET, (CHORD= NORTH 55 DEGREES 05 MINUTES 49 SECONDS WEST, 204.78 FEET); THENCE WITH A REVERSE CURVE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 488.01 FEET, A DISTANCE OF 186.61 FEET, (CHORD= NORTH 77 DEGREES 20 MINUTES 25 SECONDS WEST, 185.48 FEET); THENCE WITH A REVERSE CURVE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 237.00 FEET, A DISTANCE OF 302.23 FEET, (CHORD= SOUTH 77 DEGREES 04 MINUTES 55 SECONDS

WEST, 282.17 FEET); THENCE WITH A REVERSE CURVE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 318.00 FEET, A DISTANCE OF 171.21 FEET, (CHORD= SOUTH 55 DEGREES 58 MINUTES 24 SECONDS WEST, 169.15 FEET); THENCE WITH A REVERSE CURVE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 612.01 FEET, A DISTANCE OF 420.62 FEET, (CHORD= SOUTH 51 DEGREES 42 MINUTES 29 SECONDS WEST, 412.39 FEET); THENCE SOUTH 31 DEGREES 26 MINUTES 23 SECONDS WEST A DISTANCE OF 12.37 FEET; THENCE NORTH 59 DEGREES 08 MINUTES 23 SECONDS WEST A DISTANCE OF 113.82 FEET; THENCE SOUTH 80 DEGREES 59 MINUTES 34 SECONDS WEST A DISTANCE OF 217.74 FEET; THENCE SOUTH 73 DEGREES 11 MINUTES 02 SECONDS WEST A DISTANCE OF 75.49 FEET TO THE POINT OF BEGINNING, CONTAINING 2,117,976 SQUARE FEET / 48.62 ACRES MORE OR LESS.



Shelby County Tennessee

Shelandra Y Ford

Shelby County Register

As evidenced by the instrument number shown below, this document has been recorded as a permanent record in the archives of the Office of the Shelby County Register.



21123608

10/01/2021 - 03:55:16 PM

7 PGS	
CHRIS 2311681 - 21123608	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	35.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	37.00

SHELANDRA Y FORD
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

THIS INSTRUMENT PREPARED BY AND RETURN TO:
EVANS PETREE PC
6060 POPLAR AVE., SUITE 400
MEMPHIS, TENNESSEE 38119

**THIRD AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
GRAND MANOR AT SPRING CREEK RANCH
RESIDENTIAL OWNERS ASSOCIATION, INC.**

THIS THIRD AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GRAND MANOR AT SPRING CREEK RANCH RESIDENTIAL OWNERS ASSOCIATION, INC. ("Third Amendment"), is made and declared on this 2nd day of MAY, 2024, by *SCR Bravo Investments, LLC*, a Tennessee limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant, or its predecessor in interest, entered into that certain Declaration of Covenants, Conditions and Restrictions for Grant Manor at Spring Creek Residential Owner's Association, Inc. of record at Instrument No. 06135427 which was replaced in its entirety by that certain, Amended and Restated Declaration of Covenants, Conditions and Restrictions for Grand Manor at Spring Creek Ranch Residential Owners Association, Inc., of record at Instrument No. 10029948 in the Register's Office of Shelby County, Tennessee, as amended by that First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of record at Instrument No. 12025196, and as further amended by that certain Second Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of record at Instrument No. 21123608 (collectively, as amended, the "Declaration"); and

WHEREAS, pursuant to Article XII, Section 4, Declarant can amend the Declaration due to the fact that Declarant has more than sixty-seven percent (67.0%) of the total number of votes eligible to be cast ; and

WHEREAS, pursuant to Article XII, Section 11, Declarant has the unilateral right to amend the Declaration to insure the orderly development of the Property; and

WHEREAS, Declarant desires to amend the Declaration in accordance with the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, Declarant hereby establishes the following:

1. PLAT BOOK 305, PAGE 13 .

Pursuant to that certain Second Amendment to the Amended and Restated Declaration of Covenants Conditions and Restrictions for Spring Creek Ranch Residential Owner's Association, Inc. of record at

Instrument No. 12131520 ("Second Amendment"), Declarant added certain additional property more particularly described in said amendment to be included in the definition of "Property".

Declarant hereby acknowledges and declares that the additional property that was added in the Second Amendment has been platted into fifty-six (56) Lots, Lots 317 -372 inclusive ("Phase 12 Lots"), and four (4) common open space Lots, COS Lots A - D inclusive , as more particularly reflected on the Final Plat Spring Creek Ranch Development, Phase 12, Area D-1, Part of Area E and F, said plat being on record at Plat Book 305 , Page 13 in the Register's Office of Shelby County, Tennessee.

2. COMMON IMPROVEMENTS.

There are certain improvements that will be installed by Declarant on certain Phase 12 Lots, which, following such installation, said improvements shall be maintained by the Association with the costs included as part of the Assessments, including, the following:

(a) A three-rail fence shall be installed along the north side of Miss Camryn Lane on frontage of Lots 357 – 372 inclusive ("Three Rail Fence"). There shall be an opening in the Three Rail Fence for the drive to be installed on the aforementioned Lots. The opening location may be moved, subject to the architectural approval process set forth in the Declaration. In addition, an Owner, at said Owner's expense, subject to architectural approval, may also install a gate or entry feature in the opening of Three Rail Fence that is located on its Lot, provided such gate or entry feature is the exact type, color, quality and material as that of the Three Rail Fence. Any curb, gate or entry feature so installed shall be maintained by the Owner, at said Owner's sole cost and expense, and shall not be maintained by the Association or included as part of the Assessments. Notwithstanding anything contained in Article IX (V), although not required, if the Owners of Lots 357 – 367 inclusive, desire a fence to be installed along the golf course, such fence shall be the exact type, color, quality and material as that of the Three Rail Fence.

(b) A pond shall be installed and located within the boundaries of Lots 367 and 368. No alterations shall be made to the pond by the Owners of said Lots. The pond is strictly a retention pond and for drainage purposes and is to be used for no other purpose. Swimming is strictly prohibited within the confines of any portion of the pond. No wharf, pier, fountain or other structure or Improvement shall be built or maintained upon any portion of the pond except with the specific written approval of the Association and the ACC.

(c) An ingress/egress common access easement shall be installed and located on Lots 365, 366 and 367. Lots 365, 366 and 367 shall not have direct access to Miss Camryn Lane, but shall be provided access to their Lot solely by the ingress/egress common access easement which shall be installed by Declarant. The Three Rail Fence shall also be installed along certain portions of the ingress/egress common access easement located on Lots 365, 366 and 367 as determined by Declarant, and such portions shall be maintained by the Association in accordance with subpart (a) hereinabove. In addition to maintaining the ingress/egress common access easement, which shall include the drive and the island, the Association shall also provide uniform lawn maintenance to a certain portion of the grassed area located on Lots 365, 366 and 367 that surrounds the ingress/egress common access easement. Such portion of the grassed area to be so maintained on Lots 365, 366 and 367 by the Association shall be prescribed and established by Declarant.

(d) A fence, landscaping, irrigation, lighting and certain signage with stone columns shall be installed on the northeast corner of Lot 328.

(e) Certain markers and signage identifying Grand Manor at Spring Creek and Spring Creek Ranch.

All of the foregoing Improvements, although to be located within the interior of the boundaries of the aforementioned Lots, shall be installed by the Declarant, and following such installation, shall be maintained by the Association and included as part of the Assessments charged to all Owners except where otherwise noted. An easement is hereby granted to the Declarant, and to any construction or management company selected by the Declarant to enter in or to cross over the Common Areas and any Lot to install the aforementioned Improvements. In addition, an easement is hereby granted to the Association, its officers, agents, employees and to any construction or management company selected by the Association to enter into or to cross over any Common Areas and all Lots where said Improvements located in order to perform the duties of maintenance and repair to such improvements.

3. ADDITIONAL RESTRICTIONS AND REQUIREMENTS.

(a) As part of the construction of the residence to be located on Lot 327 and Lot 328, each Owner of such Lots, at said Owner's expense, must install a six-foot (6') privacy fence, in accordance with the Design Guidelines for the Phase 12 Lots and otherwise in compliance with the requirements of the ACC.

(b) As part of the construction of the residence to be located on Lot 329 – Lot 339 inclusive, , Lot 317 or Lot 372, although not required, if a fence is to be installed along the south side of Lot 329 – Lot 339 inclusive, Lot 317 or Lot 372, any such fence shall be a six-foot (6') privacy fence, in accordance with the Design Guidelines for the Phase 12 Lots and otherwise in compliance with the requirements of the ACC, ; provided, however the Association or the ACC shall have the right to allow variances.

(c) As part of the construction of the residence to be located on Lots 317 – 324 inclusive, and Lots 357 – 372 inclusive, each Owner of such Lots, at said Owner's expense, shall be required to install a standard street light in accordance with the Design Guidelines for the Phase 12 Lots.

(d) The minimum square footage for a residence to be constructed on the Phase 12 Lots shall be four thousand five hundred (4,500) heated and cooled square feet except minimum square footage for a residence to be constructed on Lots 329 – 356 inclusive shall be three thousand (3,000) heated and cooled square feet; provided, however the Association or the ACC shall have the right to allow variances of the minimum square footage requirement for any Lot.

(e) Notwithstanding the terms of Article IX (U), Declarant hereby establishes that, subject to the approval of the ACC and subject further to certain guidelines that may be established by the Association and/or Architectural Control Committee, auxiliary recreational or athletic facilities such as swimming pools, tennis courts and/or pickleball courts, basketball courts may be maintained on Lots 357 – 372 inclusive only. If approved, all elements of such facilities shall be subject to the requirements of the ACC.

(e) Setback lines on Lots 329 – 356 inclusive shall be no less than those required by the local code and ordinances, however shall also be no less than those required by the Design Guidelines for Phase 12 or the Architectural Control Committee. The Architectural Control Committee shall have the absolute right to control absolutely the precise setback, finished floor elevation and the location of any house, residence or other structure upon all the Phase 12 Lots.

(f) No individual mailbox shall be permitted on a Lot. Declarant shall construct a common mailbox facility and all Phase 12 Lots shall send and receive mail from such common mailbox facility.

4. ASSESSMENTS.

Notwithstanding anything to the contrary contained in the Declaration, for the orderly development of the Phase 12 Lots, the following terms shall apply to all Phase 12 Lots:

No Assessment shall be charged or levied against any Phase 12 Lot owned by Declarant. In addition, no Assessment shall be charged or levied against any Phase 12 Lot owned by a licensed homebuilder provided such homebuilder is holding title to that Lot solely for the purpose of development and resale, until the earlier of the following: (a) the first day of the month following the sale, transfer, lease or other conveyance of a Phase 12 Lot by such homebuilder to a third-party; (b) the first day of the month following the occupancy of a residence constructed on a Phase 12 Lot whether such occupancy is any by such home builder or any other party; or (c) the date that is two (2) years following the acquisition of a Phase 12 Lot by such home builder.

5. CHANGES BY DECLARANT.

Notwithstanding anything contained to the contrary contained in Article XII, Section 11, with regard to the Phase 12 Lots, Declarant reserves the right to unilaterally amend the Declaration with regard to the Phase 12 Lots to insure the orderly development of the Phase 12 Lots. The five (5) year limitation set forth in Article XII, Section 11 shall not apply to the Phase 12 Lots and no timeframe shall be established with regard to Declarant's right to unilateral amend the Declaration as to the Phase 12 Lots.

6. MISCELLANEOUS.

A. This Third Amendment is intended to modify and amend the terms of the Declaration. Therefore, to the extent that the terms and provisions of this Third Amendment conflict with the terms of the Declaration, the terms and provisions of this Third Amendment shall control.

B. Except as otherwise expressly provided herein, all capitalized terms herein contained shall have the same meanings as set forth in the Declaration.

C. Except as expressly modified in this Third Amendment, all terms, conditions, and provisions of the Declaration shall remain in full force and effect.

D. This Third Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Third Amendment.

[Remainder of Page Intentionally Left Blank]

[Signature Page(s) to follow]

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment on the day and year first above written.

DECLARANT

SCR Bravo Investments, LLC

By: 

Title: Chief Manager

ACKNOWLEDGMENT

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public of the state and county mentioned, personally appeared PAUL BOYLE, 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 **SCR Bravo Investments, LLC**, a Tennessee limited liability company, the within named bargainer, and that he as such CHIEF MANAGER, executed the foregoing instrument for the purposes therein contained, by signing the name of **SCR Bravo Investments, LLC**, a Tennessee limited liability company, by himself as CHIEF MANAGER.

WITNESS my hand, at office, this 2nd day of May 2023.


Notary Public

My Commission expires: 10/25/26





Shelby County Tennessee

Willie F. Brooks Jr

Shelby County Register

As evidenced by the instrument number shown below, this document has been recorded as a permanent record in the archives of the Office of the Shelby County Register.



24036777

05/06/2024 - 03:13:19 PM

5 PGS	
AVA 2697202 - 24036777	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	25.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	27.00

WILLIE F. BROOKS JR
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

1075 Mullins Station, Suite W165 ~ Memphis, Tennessee 38134 (901) 222-8100

Website: www.register.shelby.tn.us Email: register@shelbycountyttn.gov