



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.

Re-Recorded



20092817

08/31/2020 - 02:27:58 PM

4 PGS	
HERTHA 2079697 - 20092817	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	20.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	22.00

SHELANDRA Y FORD
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

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.**

Re-Recorded to correct clerical error

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 5th day of March, 2012, by *Spring Creek, LLC*, a Tennessee limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant and William R. Powell, Jr. entered into that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Spring Creek Ranch Residential Owners Association, Inc., of record at Instrument No. 10029947 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.

***Subpart X
Subpart Z

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]

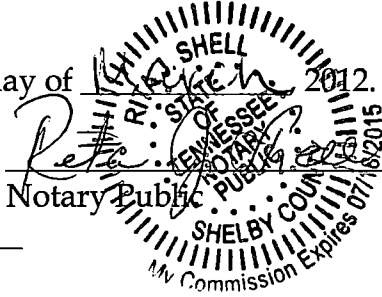
Title: Chief Manager

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 Mgr of **Spring Creek, LLC**, a Tennessee limited liability company, the within named bargainer, and that he as such Chief Mgr, 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 Mgr.

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




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.

	
12025197	
03/06/2012 - 02:48 PM	
3 PGS	
LIZ 927372-12025197	
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	



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.

	
12131520	
11/15/2012 - 03:42 PM	
13 PGS	
MAX 1018935-12131520	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	65.00
DP FEE	2.00
REGISTER'S FEE	0.00
WALK THRU FEE	0.00
TOTAL AMOUNT	67.00
TOM LEATHERWOOD	
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE	

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

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

THIS SECOND AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPRING CREEK RANCH RESIDENTIAL OWNERS ASSOCIATION, INC. ("Second Amendment"), is made and declared on this 12 day of Nov, 2012, by *Spring Creek, L.L.C.*, a Tennessee limited liability company ("Spring Creek") and *SCR Bravo Investments, LLC*, a Tennessee limited liability company ("Bravo").

WITNESSETH:

WHEREAS, Spring Creek and William R. Powell, Jr. entered into that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Spring Creek Ranch Residential Owners Association, Inc., of record at Instrument No. 10029947 in the Register's Office of Shelby County, Tennessee, as amended by that certain First 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. 12025197 (collectively and as amended, the "Declaration"); and

WHEREAS, on even date herewith, Spring Creek 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 340 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 a majority 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. Since Spring Creek has conveyed all that property described on Exhibit "A" to Bravo, Spring Creek, as of the date of this Second Amendment, owns ten (10) Lots located in the Grand Manor District and as such, presently, Spring Creek (or its successor Owner) is entitled to ten (10) votes based upon ownership of the ten (10) Lots, which votes shall be cast through the Grand Manor Representative Member in accordance with this Declaration.

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 (b) of the Declaration, Declarant is entitled to 412 votes for each Lot it owns. As noted above, Bravo is deemed to have 340 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, L.L.C.

By:

[Signature]
Robb Meyer, 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, L.L.C.**, 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, L.L.C.**, a Tennessee limited liability company, by himself as Chief Manager.

WITNESS my hand, at office, this 5th day of November, 2012.

[Signature]
Notary Public

My Commission expires: 5/12/2016



My Comm. Exp. 5-12-2016

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

SCR Bravo Investments, LLC

By: Russell E. Bloodworth

Title: Manager

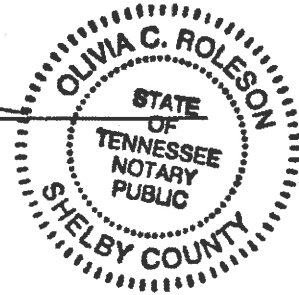
ACKNOWLEDGMENT

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public of the state and county mentioned, personally appeared Russell E. Bloodworth, 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 mgr. of SCR Bravo Investments, LLC, a Tennessee limited liability company, the within named bargainor, and that he as such mgr., 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 mgr.

WITNESS my hand, at office, this 12 day of Nov, 2012.

[Signature]
Notary Public



My Commission expires: 12-15-15

Exhibit "A"

Description of the remaining Shelby County portion of the Spring Creek L.L.C. property as recorded per Instrument GR 0772 at the Shelby County Register's Office (S.C.R.O.), said portion being more particularly described as follows:

Beginning at the northeast corner of Lot 88, Phase 3, Spring Creek Ranch P.D. as recorded in Plat Book 245, Page 6 of the S.C.R.O.; thence N 73° 11' 02" E for a distance of 75.49 feet to a point; thence N 80° 59' 34" E for a distance of 217.74 feet to a point; thence S 59° 08' 23" E for a distance of 113.82 feet to the beginning of a non-tangential curve; thence along said curve to the right having a central angle of 40° 32' 13" and a radius of 612.00 feet, an arc distance of 432.99 feet (chord bears N 51° 07' 44" E 424.02 feet) to the beginning of a non-tangential curve; thence along a curve to the left having a central angle of 30° 50' 53" and a radius of 318.00 feet, an arc distance of 171.21 feet (chord bears N 55° 58' 24" E 169.15 feet) to the beginning of a non-tangential curve; thence along said curve to the right having a central angle of 73° 03' 55" and a radius of 237.00 feet, an arc distance of 302.23 feet (chord bears N 77° 04' 55" E 282.16 feet) to the beginning of a non-tangential curve; thence along said curve to the left having a central angle of 21° 54' 35" and a radius of 488.00 feet, an arc distance of 186.61 feet (chord bears S 77° 20' 25" E 185.48 feet) to the beginning of a non-tangential curve; thence along said curve to the right having a central angle of 66° 23' 47" and a radius of 187.00 feet, an arc distance of 216.70 feet (chord bears S 55° 05' 49" E 204.78 feet) to a point; thence S 21° 53' 55" E for a distance of 319.48 feet to the beginning of a curve; thence along said curve to the right having a central angle of 40° 27' 51" and a radius of 262.00 feet, an arc distance of 185.03 feet (chord bears S 01° 40' 00" E 181.21 feet) to a point; thence S 18° 33' 56" W for a distance of 82.61 feet to the beginning of a non-tangential curve; thence along said curve to the left having a central angle of 45° 48' 39" and a radius of 390.46 feet, an arc distance of 312.19 feet (chord bears S 03° 50' 16" E 303.94 feet) to a point of intersection with a non-tangential line; thence N 70° 12' 47" E for a distance of 201.24 feet to a point; thence S 87° 14' 43" E a distance of 361.87 feet to a point in the Shelby County/Fayette County line; thence along said county line S 02° 45' 17" W for a distance of 2,980.95 feet to a point; thence continuing along said county line S 05° 03' 25" W for a distance of 704.99 feet to a point in the approximate physical centerline of Raleigh LaGrange Road; thence N 62° 14' 08" W for a distance of 172.94 feet to the beginning of a curve; thence along said curve to the right having a central angle of 13° 50' 17" and a radius of 550.00 feet an arc distance of 132.84 feet (chord bears N 55° 19' 00" W 132.51 feet) to the beginning of a non-tangential curve; thence along said curve to the left having a central angle of 02° 03' 29" and a radius of 990.00 feet an arc distance of 35.56 feet (chord bears N 49° 25' 36" W 35.56 feet) to the beginning of a non-tangential curve; thence along said curve to the left having a central angle of 11° 37' 24" and a radius of 990.00 feet an arc distance of 200.84 feet (chord bears N 56° 16' 02" W 200.49 feet); thence N 62° 04' 44" W for a distance of 202.81 feet to the beginning of a curve; thence along said curve to the right having a central angle of 05° 37' 56" and a radius of 2,425.00 feet an arc distance of 238.38 feet (chord bears N 59° 15' 46" W 238.29 feet) to the beginning of a non-tangential curve; thence along said curve to the left having a central angle of an angle of 10° 48' 20" and a radius of 865.00 feet an arc distance of 163.13 feet (chord bears N 61° 50' 58" W 162.89 feet); thence N 67° 15' 08" W for a distance of 23.32 feet to a point; thence N 3° 14' 53" E for a distance of 44.56 feet to a point in the north right-of-way of Raleigh LaGrange Road (dedicated 42.0 feet from centerline as per said Phase 3, Spring Creek Ranch P.D.); thence N 3° 14' 53" E for a distance of 44.56 feet to a point; thence N 67° 15' 08" W for a distance of 53.47 feet to a point, said point being the southeast corner of Lot 78A of said Phase 3, Spring Creek Ranch P.D.; thence along the east line of said Lot 78A N 22° 44' 52" E for a distance of 151.00 feet to a point, said point being the northeast corner of said Lot 78A; thence along the north line of said Lot 78A N 67° 15' 08" W for a distance of 146.79 feet to a point, said point being the northwest corner of said Lot 78A; thence along the west line of said Lot 78A S 22° 44' 52" W for a distance of 151.00 feet to a point in the north line of said Raleigh LaGrange Road, said point also being the southeast corner of said Lot 78A; thence along said north line N 67° 15' 08" W for a distance of 160.00 feet to a point, said point being the southeast corner of Lot 72 of said Phase 3, Spring Creek Ranch P.D.; thence along the east line of said Lot 72 N 22° 44' 52" E for a distance of 102.00 feet to a point, said point being the northeast corner of said Lot 72 and the southeast corner of Lot 71 of said Phase 3, Spring Creek Ranch; thence N 57° 24' 08" E for a distance of 97.86 feet to a point in the south line of Hopi Road (24' R.O.W.), said point also being the northeast corner of said Lot 71; thence continuing N 57° 24' 08" E for a distance of 24.01 feet to a point in the north line of said Hopi Road; thence along said north line N 34° 34' 13" W for a distance of 29.46 feet

to the beginning of a curve; thence continuing along said north line and along said curve to the left having a central angle of $17^{\circ} 37' 47''$ and a radius of 162.00 feet an arc distance of 49.85 feet (chord bears $N 43^{\circ} 23' 07'' W 49.65$ feet) to a point of intersection with a non-tangential line, said point being the southeast corner of Lot 70 of said Phase 3, Spring Creek Ranch P.D.; thence along the east line of said Lot 70 $N 22^{\circ} 20' 16'' E$ for a distance of 116.07 feet to a point, said point being the northeast corner of said Lot 70 and the southeast corner of Lot 69 of said Phase 3, Spring Creek Ranch P.D.; thence along the east line of said Lot 69 $N 17^{\circ} 07' 38'' E$ for a distance of 98.61 feet to a point, said point being the northeast corner of said Lot 69 and the southeast corner of Lot 68; thence along the east line of said Lot 68 $N 12^{\circ} 23' 27'' E$ for a distance of 90.40 feet to a point, said point being the northeast corner of said Lot 68 and the southeast corner of Lot 67; thence along the east line of said Lot 67 $N 07^{\circ} 51' 36'' E$ for a distance of 90.40 feet to a point, said point being the northeast corner of said Lot 67 and the southeast corner of Lot 66; thence along the east line of said Lot 66 $N 03^{\circ} 23' 53'' E$ for a distance of 87.67 feet to a point, said point being the northeast corner of said Lot 66 and the southeast corner of Lot 65; thence along the east line of said Lot 65 $N 00^{\circ} 59' 44'' W$ for a distance of 87.67 feet to a point, said point being the northeast corner of said Lot 65 and the southeast corner of Lot 64; thence along the east line of said Lot 64 $N 05^{\circ} 23' 22'' W$ for a distance of 87.67 feet to a point, said point being the northeast corner of said Lot 64 and the southeast corner of Lot 63; thence along the east line of said Lot 63 $N 10^{\circ} 29' 39'' W$ for a distance of 116.03 feet to the beginning of a non-tangential curve, said point being the northeast corner of said Lot 63 and in the south line of Miss Cloud Road (24' R.O.W.); thence along the south line of said Miss Cloud Road and along said curve to the left having a central angle of an angle of $01^{\circ} 25' 34''$ and a radius of 762.00 feet an arc distance of 18.97 feet (chord bears $N 74^{\circ} 09' 18'' E 18.97$ feet) to a point of intersection with a non-tangential line; thence $N 16^{\circ} 33' 29'' W$ for a distance of 24.00 feet to a point in the north line of said Miss Cloud Road, said point also being the southeast corner of Lot 62 of said Phase 3, Spring Creek Ranch P.D.; thence along east line of said Lot 62 $N 11^{\circ} 06' 57'' W$ for a distance of 124.21 feet to a point, said point being the northeast corner of said Lot 62 and the southeast corner of Lot 61; thence along the east line of said Lot 61 $N 01^{\circ} 09' 37'' W$ for a distance of 55.00 feet to a point, said point being the northeast corner of said Lot 61 and the southwest corner of Lot 60; thence along the south line of said Lot 60 $N 50^{\circ} 28' 16'' E$ for a distance of 55.00 feet to a point, said point being the southeast corner of said Lot 60; thence along the east line of said Lot 60 $N 23^{\circ} 17' 02'' W$ for a distance of 149.97 feet to a point in the south line of Bravo Road (27' R.O.W.), said point also being the northeast corner of said Lot 60; thence $N 21^{\circ} 21' 06'' W$ for a distance of 27.00 feet to a point in the north line of said Bravo Road, said point also being the southeast corner of Lot 59; thence along the east line of said Lot 59 $N 23^{\circ} 15' 39'' W$ for a distance of 175.37 feet to a point, said point being the northeast corner of said Lot 59; thence along the north line of said Lot 59 $N 86^{\circ} 55' 35'' W$ for a distance of 86.55 feet to a point, said point being the northwest corner of said Lot 59 and the northeast corner of Lot 58; thence along the north line of said Lot 58 $S 77^{\circ} 31' 55'' W$ for a distance of 100.00 feet to a point, said point being the northwest corner of said Lot 58 and the northeast corner of Lot 57; thence along the north line of said Lot 57 $S 58^{\circ} 12' 16'' W$ for a distance of 107.44 feet to a point, said point being the northwest corner of said Lot 57 and the northeast corner of Lot 56; thence along the north line of lots 56, 55 and 54 $N 87^{\circ} 45' 12'' W$ for a distance of 299.38 feet to a point in the east line of Lot 25 of said Phase 3, Spring Creek Ranch P.D.; thence along the east lines of lots 25 and 24 $N 04^{\circ} 05' 01'' E$ for a distance of 195.84 feet to a point in the south line of Miss Yuvalle Lane (24' R.O.W.), said point being the northeast corner of said Lot 24; thence $N 04^{\circ} 32' 01'' E$ for a distance of 24.20 feet to a point in the north line of said Miss Yuvalle Lane; thence along said north line $N 85^{\circ} 27' 59'' W$ for a distance of 123.34 feet to the beginning of a curve; thence along said curve to the right having a central angle of an angle of $75^{\circ} 00' 11''$ and a radius of 35.00 feet an arc distance of 45.82 feet (chord bears $N 47^{\circ} 57' 53'' W 42.61$ feet) to a point of intersection with a non-tangential line; thence $S 77^{\circ} 26' 03'' W$ for a distance of 24.02 feet to the beginning of a non-tangential curve; thence along said curve to the right having a central angle of an angle of $104^{\circ} 59' 49''$ and a radius of 15.00 feet an arc distance of 27.49 feet (chord bears $S 42^{\circ} 02' 07'' W 23.80$ feet); thence $N 85^{\circ} 27' 59'' W$ for a distance of 10.31 feet to the beginning of a curve; thence along said curve to the right having a central angle of an angle of $102^{\circ} 20' 40''$ and a radius of 15.00 feet an arc distance of 26.79 feet (chord bears $N 34^{\circ} 17' 38'' W 23.37$ feet) to a point of intersection with a non-tangential line; thence $N 73^{\circ} 07' 18'' W$ for a distance of 24.00 feet to a point, said point being the northeast corner of Lot 23 of said Phase 3, Spring Creek Ranch P.D.; thence along the north line of said Lot 23 $N 70^{\circ} 41' 01'' W$ for a distance of 186.73 feet to a point in the east line of Lot 105 of said Phase 3, Spring Creek Ranch P.D.; thence along the east line of lots 105, 104 and 103 of said Phase 3, Spring Creek Ranch $N 19^{\circ} 18' 59'' E$ for a distance of 252.56 feet to a point, said point in the east line of said Lot 103; thence along the

Exhibit "A" continued

east line of said Lot 103 and Lot 102 N 43° 42' 19" E for a distance of 105.01 feet to a point in the east line of said Lot 102; thence along the east line of lots 102 and 101 N 42° 31' 01" E for a distance of 116.00 feet to a point in the east line of said Lot 101; thence along the east line of said Lot 101 N 41° 52' 13" E for a distance of 107.16 feet to a point in said east line; thence continuing along said east line and along the east line of Lot 100 N 35° 01' 00" E for a distance of 100.86 feet to a point in the east line of said Lot 100; thence continuing along the said east line N 26° 37' 34" E for a distance of 103.97 feet to a point, said point being the northeast corner of said Lot 100 and the southeast corner of Lot 99; thence along the east line of said Lot 99 N 20° 29' 08" E for a distance of 107.39 feet to a point in said east line; thence continuing along the east line of said Lot 99 and the east line of Lot 98 N 02° 47' 36" E for a distance of 197.11 feet to a point in the east line of said Lot 98; thence along the east line of said Lot 98 and Lot 97 N 08° 59' 32" W for a distance of 210.90 feet to a point in the east line of said Lot 97; thence along the east line of said Lot 97 and Lot 89 N 14° 08' 22" W for a distance of 212.92 feet to a point in the south line of Miss Camryn Lane (24' R.O.W.), said point also being the northeast corner of said Lot 89; thence N 15° 17' 41" W for a distance of 24.00 feet to a point in the north line of said Miss Camryn Lane, said point also being the southeast corner of Lot 88 of said Phase 3, Spring Creek Ranch P.D.; thence along the east line of said Lot 88 N 16° 39' 12" W for a distance of 220.00 feet to POINT OF BEGINNING and containing 150.505 acres (6,555,988 square feet) more or less.

Together with the following described property:

DESCRIPTION OF A PORTION OF PROPOSED PHASE 4, SPRING CREEK RANCH P.D., SPECIFICALLY THOSE PORTIONS EXCLUDING COMMON OPEN SPACES A, B, C, & D, INCLUDING ALL FUTURE PUBLIC STREET RIGHT-OF-WAY DEDICATION AREAS, CONSISTING OF THE PROPOSED 42' RIGHT-OF-WAY DEDICATION FOR RALEIGH LAGRANGE ROAD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM A POINT AT THE INTERSECTION OF THE APPROXIMATE PHYSICAL CENTERLINE OF RALEIGH LAGRANGE ROAD, MEASURED 42' FROM NORTH LINE AS PER RIGHT-OF-WAY DEDICATION IN ASSOCIATION WITH PHASE 3, SPRING CREEK RANCH P.D. AS RECORDED IN PLAT BOOK 245, PAGE 6 IN THE SHELBY COUNTY REGISTER'S OFFICE (S.C.R.O.), AND THE CENTERLINE PROJECTED FOR BRAVO ROAD, AS PER SAID PHASE 3, SPRING CREEK RANCH P.D.; THENCE ALONG THE SAID CENTERLINE OF RALEIGH LAGRANGE ROAD S 69° 41' 54" E FOR A DISTANCE OF 83.34 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID CENTERLINE AND ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 07° 55' 48" AND A RADIUS OF 1,330.00 FEET AN ARC DISTANCE OF 184.08 FEET (CHORD BEARS S 73° 39' 48" E 183.93 FEET) TO A THE TRUE POINT OF BEGINNING; THENCE N 14° 37' 36" E FOR A DISTANCE OF 42.03 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; THENCE ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 05° 11' 28" AND A RADIUS OF 1,288.00 FEET AN ARC DISTANCE OF 116.70 FEET (LONG CHORD BEARS S 80° 17' 50" E 116.66 FEET) TO A POINT; THENCE S 82° 53' 34" E FOR A DISTANCE OF 604.31 FEET TO THE BEGINNING OF A CURVE; THENCE ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 05° 28' 21" AND A RADIUS OF 4,813.00 FEET AN ARC DISTANCE OF 459.70 FEET (LONG CHORD BEARS S 85° 37' 45" E 459.53 FEET) TO THE BEGINNING OF A

NON-TANGENTIAL CURVE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 16° 21' 25" AND HAVING A RADIUS OF 762.00 FEET AN ARC DISTANCE OF 217.54 FEET (LONG CHORD BEARS S 80° 11' 13" E F 216.80 FEET) TO THE BEGINNING OF A NON-TANGENTIAL CURVE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 00° 59' 28" AND A RADIUS OF 2,467.00 FEET AN ARC DISTANCE OF 42.68 FEET (LONG CHORD BEARS S 71° 30' 46" E 42.68 FEET) TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE S 22° 44' 52" W FOR A DISTANCE OF 42.09 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID POINT BEING THE CENTERLINE OF SAID RALEIGH LAGRANGE ROAD; THENCE ALONG SAID CENTERLINE AND SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 00° 55' 33" AND A RADIUS OF 2,425.00 FEET AN ARC DISTANCE OF 39.19 FEET (LONG CHORD BEARS N 71° 32' 44" W 39.19 FEET) TO THE BEGINNING OF A NON-TANGENTIAL CURVE; THENCE CONTINUING ALONG SAID CENTERLINE AND ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 16° 21' 25" AND A RADIUS OF 720.00 FEET AN ARC DISTANCE OF 205.55 FEET (LONG CHORD BEARS N 80° 11' 13" W 204.85 FEET) TO THE BEGINNING OF A NON-TANGENTIAL CURVE; THENCE CONTINUING ALONG SAID CENTERLINE AND ALONG SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 05° 28' 21" AND A RADIUS OF 4,855.00 FEET AN ARC DISTANCE OF 463.71 FEET (LONG CHORD BEARS N 85° 37' 45" W 463.54 FEET) TO A POINT; THENCE CONTINUING ALONG SAID CENTERLINE N 82° 53' 34" W FOR A DISTANCE OF 604.31 FEET TO THE BEGINNING OF A CURVE; THENCE CONTINUING ALONG SAID CENTERLINE AND ALONG SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 05° 15' 53" AND A RADIUS OF 1,330.00 FEET AN ARC DISTANCE OF 122.21 FEET (LONG CHORD BEARS N 80° 15' 38" W 122.17 FEET) TO THE POINT OF BEGINNING AND CONTAINING 1.386 ACRES (60,393 SQUARE FEET) MORE OR LESS.

Together with the following described property:

DESCRIPTION OF A PORTION OF PROPOSED PHASE 4, SPRING CREEK RANCH P.D., SPECIFICALLY THOSE PORTIONS EXCLUDING COMMON OPEN SPACES A, B, C, & D, INCLUDING ALL FUTURE PUBLIC STREET RIGHT-OF-WAY DEDICATION AREAS, THE FIRST PORTION HEREIN DESCRIBED CONSISTING OF THE PROPOSED LOTS AND INTERNAL STREETS AS PER THE PROPOSED SUBDIVISION, EXCLUSIVE OF COMMON OPEN SPACES AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM A POINT AT THE INTERSECTION OF THE APPROXIMATE PHYSICAL CENTERLINE OF RALEIGH LAGRANGE ROAD, MEASURED 42' FROM NORTH LINE AS PER RIGHT-OF-WAY DEDICATION IN ASSOCIATION WITH PHASE 3, SPRING CREEK RANCH P.D. AS RECORDED IN PLAT BOOK 245, PAGE 6 IN THE SHELBY COUNTY REGISTER'S OFFICE (S.C.R.O.), AND THE CENTERLINE PROJECTED FOR BRAVO ROAD, AS PER SAID PHASE 3, SPRING CREEK RANCH P.D.; THENCE ALONG THE SAID

CENTERLINE OF RALEIGH LAGRANGE ROAD S 69° 41' 54" E FOR A DISTANCE OF 83.34 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID CENTERLINE AND ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 07° 55' 48" AND A RADIUS OF 1,330.00 FEET AN ARC DISTANCE OF 184.08 FEET (CHORD BEARS S 73° 39' 48" E 183.93 FEET) TO A POINT; THENCE N 14° 37' 36" E FOR A DISTANCE OF 42.03 FEET TO A POINT IN THE NORTH LINE OF RALEIGH LAGRANGE ROAD (42' R.O.W. FROM CENTERLINE); THENCE N 14° 37' 36" E FOR A DISTANCE OF 454.50 FEET TO A POINT; THENCE N 60° 08' 47" E FOR A DISTANCE OF 82.08 FEET TO A POINT IN THE SOUTH LINE OF JUSTANA DRIVE (24' R.O.W.), SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE N 60° 08' 47" E FOR A DISTANCE OF 24.00 FEET TO A POINT IN THE NORTH LINE OF SAID JUSTANA DRIVE; THENCE S 29° 51' 13" E FOR A DISTANCE OF 10.00 FEET TO THE BEGINNING OF A CURVE; THENCE ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 91° 12' 07" AND A RADIUS OF 25.00 FEET AN ARC DISTANCE OF 39.79 FEET (CHORD BEARS S 75° 27' 16" E 35.72 FEET) TO A POINT; THENCE N 58° 56' 40" E FOR A DISTANCE OF 434.61 FEET TO THE BEGINNING OF A CURVE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 33° 58' 21" AND A RADIUS OF 270.00 FEET AN ARC DISTANCE OF 160.09 FEET (CHORD BEARS N 75° 55' 51" E 157.76 FEET) TO A POINT; THENCE S 87° 04' 58" E FOR A DISTANCE OF 19.61 FEET TO THE BEGINNING OF A CURVE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 90° 20' 02" AND A RADIUS OF 162.00 FEET AN ARC DISTANCE OF 255.41 FEET (CHORD BEARS S 41° 54' 57" E 229.77 FEET) TO A POINT; THENCE S 03° 15' 04" W FOR A DISTANCE OF 452.17 FEET TO THE BEGINNING OF A CURVE; THENCE ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 88° 05' 28" AND A RADIUS OF 25.00 FEET AN ARC DISTANCE OF 38.44 FEET (LONG CHORD BEARS S 40° 47' 40" E 34.76 FEET) TO A POINT; THENCE S 84° 50' 24" E FOR A DISTANCE OF 10.01 FEET TO THE BEGINNING OF A CURVE; THENCE ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 91° 54' 32" AND A RADIUS OF 25.00 FEET AN ARC DISTANCE OF 40.10 FEET (LONG CHORD BEARS N 49° 12' 20" E 35.94 FEET) TO A POINT; THENCE N 03° 15' 04" E FOR A DISTANCE OF 253.94 FEET TO THE BEGINNING OF A CURVE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 110° 41' 51" AND A RADIUS OF 112.00 FEET AN ARC DISTANCE OF 216.39 FEET (LONG CHORD BEARS N 58° 35' 59" E 184.27 FEET) TO A POINT; THENCE S 66° 03' 05" E FOR A DISTANCE OF 318.63 FEET TO THE BEGINNING OF A CURVE; THENCE ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 90° 00' 00" AND A RADIUS OF 25.00 FEET AN ARC DISTANCE OF 39.27 FEET (LONG CHORD BEARS N 68° 56' 55" E 35.36 FEET) TO A POINT; THENCE N 23° 56' 55" E FOR A DISTANCE OF 10.00 FEET TO A POINT; THENCE S 66° 03' 05" E FOR A DISTANCE OF 24.00 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 90° 00' 00" AND A RADIUS OF 25.00 FEET AN ARC DISTANCE OF 39.27 FEET (LONG CHORD BEARS N 68° 56' 55" E 35.36 FEET) TO A POINT IN THE SOUTH LINE OF

ALTHEA LANE (24' R.O.W.); THENCE ALONG SAID SOUTH LINE S 66° 03' 05" E FOR A DISTANCE OF 76.52 FEET TO THE BEGINNING OF A CURVE; THENCE CONTINUING ALONG SAID SOUTH LINE AND SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 05° 51' 25" AND A RADIUS OF 312.00 FEET AN ARC DISTANCE OF 31.89 FEET (LONG CHORD BEARS S 68° 58' 47" E 31.88 FEET) TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE, SAID POINT BEING THE NORTHWEST CORNER OF LOT 78 OF SAID PHASE 3, SPRING CREEK RANCH P.D.; THENCE ALONG THE WEST LINE OF LOTS 78, 77, 76, 75, 74 AND 73 OF SAID PHASE 3, SPRING CREEK RANCH P.D. S 22° 44' 52" W FOR A DISTANCE OF 492.23 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 73; THENCE ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 01° 03' 15" AND A RADIUS OF 2,509.00 FEET AN ARC DISTANCE OF 46.17 FEET (LONG CHORD BEARS N 71° 28' 53" W 46.17 FEET) TO THE BEGINNING OF A NON-TANGENTIAL CURVE; THENCE ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 16° 21' 25" AND A RADIUS OF 804.00 FEET AN ARC DISTANCE OF 229.53 FEET (LONG CHORD BEARS N 80° 11' 13" W 228.75 FEET) TO THE BEGINNING OF A NON-TANGENTIAL CURVE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02° 39' 37" AND A RADIUS OF 4,771.00 FEET AN ARC DISTANCE OF 221.53 FEET (LONG CHORD BEARS N 87° 02' 07" W 221.51 FEET) TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE N 05° 23' 25" E FOR A DISTANCE OF 138.11 FEET TO A POINT; THENCE N 84° 50' 24" W FOR A DISTANCE OF 45.00 FEET TO A POINT; THENCE S 05° 23' 25" W FOR A DISTANCE OF 138.57 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02° 16' 18" AND A RADIUS OF 4,771.00 FEET AN ARC DISTANCE OF 189.15 FEET (LONG CHORD BEARS N 84° 01' 43" W 189.14 FEET) TO A POINT; THENCE N 82° 53' 34" W FOR A DISTANCE OF 50.89 FEET TO A POINT; THENCE N 80° 37' 06" W FOR A DISTANCE OF 88.58 FEET TO A POINT; THENCE N 75° 19' 45" W FOR A DISTANCE OF 95.64 FEET TO A POINT; THENCE N 66° 22' 00" W FOR A DISTANCE OF 95.64 FEET TO A POINT; THENCE N 57° 24' 15" W FOR A DISTANCE OF 95.64 FEET TO A POINT; THENCE N 37° 04' 38" E FOR A DISTANCE OF 130.00 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 23° 04' 10" AND A RADIUS OF 482.00 FEET AN ARC DISTANCE OF 194.07 FEET (LONG CHORD BEARS N 41° 23' 18" W 192.76 FEET) TO A POINT; THENCE N 29° 51' 13" W A DISTANCE OF 173.21 FEET TO THE POINT OF BEGINNING, AND CONTAINING, EXCLUSIVE OF COMMON OPEN SPACE C AND COMMON OPEN SPACE D AS RECORDED IN INSTRUMENT NUMBER 08090068 IN THE S.C.R.O., 16.410 ACRES (714,812 SQUARE FEET) MORE OR LESS.

LESS AND EXCEPT DESCRIPTION OF COMMON OPEN SPACE C

COMMENCING AT A POINT IN THE INTERSECTION OF THE CENTERLINE OF JUSTANA DRIVE (24.00' R.O.W.) AND CASSIDY LANE (24.00' R.O.W.); THENCE ALONG THE PROPOSED CENTERLINE OF SAID JUSTANA DRIVE SOUTH 29°51'13" EAST A DISTANCE OF 209.44 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID PROPOSED CENTERLINE A CURVE TO THE LEFT HAVING A RADIUS OF 470.00 FEET AND AN ARC LENGTH OF 451.06 FEET (CHORD = SOUTH 57° 20' 49" EAST, 433.95 FEET) TO A POINT; THENCE CONTINUE ALONG SAID PROPOSED CENTERLINE SOUTH 84° 50' 24" EAST A DISTANCE OF 258.20 FEET TO THE PROPOSED INTERSECTION POINT OF JUSTANA DRIVE (24.00' R.O.W.) AND CASCABEL LANE (24.00' R.O.W.); THENCE ALONG THE PROPOSED CENTERLINE OF SAID CASCABEL LANE NORTH 03°15'04" EAST A DISTANCE OF 325.33 FEET TO THE PROPOSED INTERSECTION POINT OF CASCABEL LANE AND ZAPATA COVE (R.O.W. VARIES); THENCE ALONG THE PROPOSED CENTERLINE OF SAID ZAPATA COVE NORTH 86°44'56" WEST A DISTANCE OF 69.70 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID PROPOSED CENTERLINE A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET AND AN ARC LENGTH OF 13.90 FEET (CHORD = SOUTH 89° 16' 09" WEST, 13.89 FEET) TO A POINT; THENCE CONTINUE ALONG SAID PROPOSED CENTERLINE SOUTH 85° 17' 14" WEST A DISTANCE OF 83.51 FEET TO A POINT; SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 5.00 FEET AND AN ARC LENGTH OF 7.62 FEET (CHORD = SOUTH 34° 04' 23" WEST, 6.90 FEET); THENCE SOUTH 77° 43' 39" WEST A DISTANCE OF 79.66 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 16.00 FEET AND AN ARC LENGTH OF 54.66 FEET (CHORD = NORTH 04° 24' 38" WEST, 31.70 FEET); THENCE SOUTH 86° 32' 54" EAST A DISTANCE OF 79.66 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 5.00 FEET AND AN ARC LENGTH OF 6.72 FEET (CHORD = SOUTH 48° 03' 53" EAST, 6.22 FEET) TO THE POINT OF BEGINNING AND CONTAINING 2,146 SQUARE FEET.

LESS AND EXCEPT DESCRIPTION OF COMMON OPEN SPACE D

COMMENCING AT A POINT IN THE INTERSECTION OF THE CENTERLINE OF JUSTANA DRIVE (24.00' R.O.W.) AND CASSIDY LANE (24.00' R.O.W.); THENCE ALONG THE PROPOSED CENTERLINE OF SAID JUSTANA DRIVE SOUTH 29°51'13" EAST A DISTANCE OF 209.44 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID PROPOSED CENTERLINE A CURVE TO THE LEFT HAVING A RADIUS OF 470.00 FEET AND AN ARC LENGTH OF 451.06 FEET (CHORD = SOUTH 57° 20' 49" EAST, 433.95 FEET) TO A POINT;

THENCE CONTINUE ALONG SAID PROPOSED CENTERLINE SOUTH 84° 50' 24" EAST A DISTANCE OF 564.40 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID PROPOSED CENTERLINE A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET AND AN ARC LENGTH OF 123.77 FEET (CHORD = NORTH 77° 25' 54" EAST, 121.80 FEET) TO A POINT; THENCE SOUTH 30° 17' 48" EAST A DISTANCE OF 12.04 FEET TO A POINT; SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 10.00 FEET AND AN ARC LENGTH OF 25.69 FEET (CHORD = SOUTH 46° 20' 50" EAST, 19.19 FEET);

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 22.01 FEET AND AN ARC LENGTH OF 26.51 FEET (CHORD = SOUTH 61° 44' 45" WEST, 24.94 FEET);


THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 10.00 FEET AND AN ARC LENGTH OF 25.69 FEET (CHORD = NORTH 10° 09' 40" WEST, 19.19 FEET);

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 222.00 FEET AND AN ARC LENGTH OF 13.03 FEET (CHORD = NORTH 61° 44' 45" EAST, 13.02 FEET) THE POINT OF BEGINNING AND CONTAINING 614 SQUARE FEET.



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.

 13019816 02/13/2013 - 03:30 PM	
3 PGS	
CHRIS	1052911-13019816
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	3.00
TOTAL AMOUNT	20.00
TOM LEATHERWOOD REGISTER OF DEEDS SHELBY COUNTY TENNESSEE	

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

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

THIS THIRD AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPRING CREEK RANCH RESIDENTIAL OWNERS ASSOCIATION, INC. ("Third Amendment), is made and declared on this 13th day of February, 2013, by *SCR Bravo Investments, LLC*, a Tennessee limited liability company ("Bravo" or "Declarant").

WITNESSETH:

WHEREAS, Spring Creek, L.L.C. ("Spring Creek") and William R. Powell, Jr. entered into that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Spring Creek Ranch Residential Owners Association, Inc., of record at Instrument No. 10029947 in the Register's Office of Shelby County, Tennessee, as amended by that certain First 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. 12025197, as further amended by 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 (collectively and as amended, the "Declaration"); and

WHEREAS, 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, Spring Creek irrevocably assigned all rights, obligations and duties of Declarant to Bravo; 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, Bravo, 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, Bravo hereby establishes the following:

1. **PLAT BOOK 254, PAGE 34.**

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 a portion of that additional property that was added in the Second Amendment has been platted into ten (10) Lots as more particularly reflected on Plat Book 254, Page 34 of record in the Register's Office of Shelby County, Tennessee.

2. **ASSESSMENTS.**

No Assessment shall be charged or levied against any Lot that is owned by a home builder holding title to that Lot solely for the purpose of development and resale. The Assessments provided for herein shall commence on the first day of the month following the transfer of a Lot by such home builder.

3. **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. To facilitate execution of this Third Amendment, the parties may execute and exchange by telephone facsimile counterparts of the signature pages.

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[Signature Page(s) to follow]

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

SCR Bravo Investments, LLC

By: [Signature]
Title: MANAGER

ACKNOWLEDGMENT

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public of the state and county mentioned, personally appeared CHRY 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 bargainor, and that he as such 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 MANAGER.

WITNESS my hand, at office, this 13th day of FEBRUARY, 2013.

[Signature]
Notary Public


My Commission expires: 2-22-2015





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.

	
13092405	
07/30/2013 - 03:15 PM	
3 PGS	
LYNDAL 1118320-13092405	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	15.00
DF FEE	2.00
REGISTER'S FEE	0.00
WALK THRU FEE	3.00
TOTAL AMOUNT	20.00
TOM LEATHERWOOD	
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE	

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

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

THIS FOURTH AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPRING CREEK RANCH RESIDENTIAL OWNERS ASSOCIATION, INC. ("Fourth Amendment"), is made and declared on this 30th day of July, 2013, by *SCR Bravo Investments, LLC*, a Tennessee limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Spring Creek, L.L.C. ("Spring Creek") and William R. Powell, Jr. entered into that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Spring Creek Ranch Residential Owners Association, Inc., of record at Instrument No. 10029947 in the Register's Office of Shelby County, Tennessee, as amended by that certain First 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. 12025197 in the aforesaid Register's Office, as further amended by 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 in the aforesaid Register's Office, as further amended by that certain Third 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. 13019816 in the aforesaid Register's Office (collectively and 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 256, PAGE 4.**

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 a portion of that additional property that was added in the Second Amendment has been platted into seventeen (17) Lots as more particularly reflected on Plat Book 256, Page 4 of record in the Register's Office of Shelby County, Tennessee.

2. **ASSESSMENTS.**

No Assessment shall be charged or levied against any Lot that is owned by a home builder holding title to that Lot solely for the purpose of development and resale. The Assessments provided for herein shall commence on the first day of the month following the transfer of a Lot by such home builder.

3. **MISCELLANEOUS.**

A. This Fourth Amendment is intended to modify and amend the terms of the Declaration. Therefore, to the extent that the terms and provisions of this Fourth Amendment conflict with the terms of the Declaration, the terms and provisions of this Fourth 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 Fourth Amendment, all terms, conditions, and provisions of the Declaration shall remain in full force and effect.

D. This Fourth 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 Fourth Amendment. To facilitate execution of this Fourth 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]

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

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

THIS FIFTH AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPRING CREEK RANCH RESIDENTIAL OWNERS ASSOCIATION, INC. ("Fifth Amendment"), is made and declared on this 29th day of May, 2014, by *SCR Bravo Investments, LLC*, a Tennessee limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant, or its predecessor in interest, and William R. Powell, Jr. entered into that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Spring Creek Ranch Residential Owners Association, Inc., of record at Instrument No. 10029947 in the Register's Office of Shelby County, Tennessee, as amended by that certain First 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. 12025197 in the aforesaid Register's Office, as further amended by 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 in the aforesaid Register's Office, as further amended by that certain Third 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. 13019816 in the aforesaid Register's Office, as further amended by that certain Fourth 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. 13092405 in the aforesaid Register's Office (collectively and 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 259, PAGE 14.

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 a portion of that additional property that was added in the Second Amendment has been platted into twenty-four (24) Lots, Lots 159 – 182 inclusive, as more particularly reflected on Plat Book 259, Page 14 of record in the Register's Office of Shelby County, Tennessee.

2. MISCELLANEOUS.

A. This Fifth Amendment is intended to modify and amend the terms of the Declaration. Therefore, to the extent that the terms and provisions of this Fifth Amendment conflict with the terms of the Declaration, the terms and provisions of this Fifth 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 Fifth Amendment, all terms, conditions, and provisions of the Declaration shall remain in full force and effect.

D. This Fifth 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 Fifth Amendment. To facilitate execution of this Fifth Amendment, the parties may execute and exchange by telephone facsimile counterparts of the signature pages.

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[Signature Page(s) to follow]

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

SCR Bravo Investments, LLC

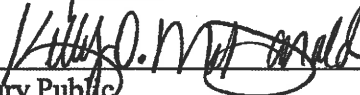
By: 
Paul T.J. Boyle
Title: Chief Manager

ACKNOWLEDGMENT

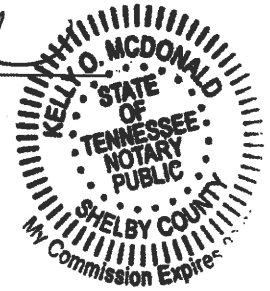
STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public of the state and county mentioned, personally appeared Paul T.J. 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 29th day of May, 2014.


Notary Public


My Commission expires: 2-22-15





Tom Leatherwood
Shelby County Register / Archives


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.

	
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TRANSFER TAX	0.00
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	0.00
WALK THRU FEE	3.00
TOTAL AMOUNT	20.00
TOM LEATHERWOOD	
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE	



Tom Leatherwood
Shelby County Register / Archives

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.

	
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02/23/2016 - 01:45 PM	
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BUDDY	1429111-16016749
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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
1000 RIDGEWAY LOOP ROAD, SUITE 200
MEMPHIS, TENNESSEE 38120

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

THIS SIXTH AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPRING CREEK RANCH RESIDENTIAL OWNERS ASSOCIATION, INC. ("Sixth Amendment"), is made and declared on this 23rd day of FEBRUARY, 2016, by *SCR Bravo Investments, LLC*, a Tennessee limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant, or its predecessor in interest, and William R. Powell, Jr. entered into that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Spring Creek Ranch Residential Owners Association, Inc., of record at Instrument No. 10029947 in the Register's Office of Shelby County, Tennessee, as amended by that certain First 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. 12025197 in the aforesaid Register's Office, as further amended by 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 in the aforesaid Register's Office, as further amended by that certain Third 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. 13019816 in the aforesaid Register's Office, as further amended by that certain Fourth 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. 13092405 in the aforesaid Register's Office, and as further amended by that certain Fifth 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. 1405530 in the aforesaid Register's Office (collectively and 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 267, PAGE 22 .**

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 a portion of that additional property that was added in the Second Amendment has been platted into twenty four (24) Lots, Lots 107 – 113 inclusive, and Lots 115-131 inclusive, as more particularly reflected on Plat Book 267, Page 22 of record in the Register's Office of Shelby County, Tennessee.

2. **MISCELLANEOUS.**

A. This Sixth Amendment is intended to modify and amend the terms of the Declaration. Therefore, to the extent that the terms and provisions of this Sixth Amendment conflict with the terms of the Declaration, the terms and provisions of this Sixth 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 Sixth Amendment, all terms, conditions, and provisions of the Declaration shall remain in full force and effect.

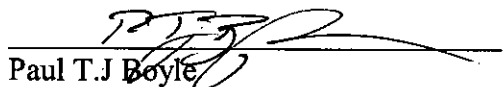
D. This Sixth Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Sixth Amendment. To facilitate execution of this Sixth Amendment, the parties may execute and exchange by telephone facsimile counterparts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

[Remainder of Page Intentionally Left Blank]

[Signature Page(s) to follow]

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

SCR Bravo Investments, LLC

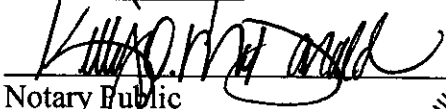
By: 
Paul T.J Boyle
Title: Chief Manager

ACKNOWLEDGMENT

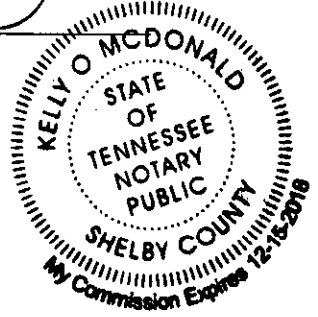
STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public of the state and county mentioned, personally appeared Paul T.J. 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 bargainor, 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 23rd day of FEBRUARY, 2016.


Notary Public


My Commission expires: 12-15-18





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.

	
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RECORDING FEE	15.00
DF 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
1000 RIDGEWAY LOOP ROAD, SUITE 200
MEMPHIS, TENNESSEE 38120

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

THIS SEVENTH AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPRING CREEK RANCH RESIDENTIAL OWNERS ASSOCIATION, INC. ("Seventh Amendment"), is made and declared on this 22th day of May, 2018, by **SCR Bravo Investments, LLC**, a Tennessee limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant, or its predecessor in interest, and William R. Powell, Jr. entered into that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Spring Creek Ranch Residential Owners Association, Inc., of record at Instrument No. 10029947 in the Register's Office of Shelby County, Tennessee, as amended by that certain First 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. 12025197 in the aforesaid Register's Office, as further amended by 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 in the aforesaid Register's Office, as further amended by that certain Third 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. 13019816 in the aforesaid Register's Office, as further amended by that certain Fourth 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. 13092405 in the aforesaid Register's Office, as further amended by that certain Fifth 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. 1405530 in the aforesaid Register's Office, and as further amended by that certain Sixth Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Spring Creek Ranch Residential Owners Association, Inc. of record at Instrument No. 16016749 in the aforesaid Register's Office (collectively and 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 277, PAGE 11** .

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 a portion of that additional property that was added in the Second Amendment has been platted into thirty (30) Lots, Lots 183 – 212 inclusive, as more particularly reflected on Plat Book 277, Page 11 of record in the Register’s Office of Shelby County, Tennessee.

2. **MISCELLANEOUS.**

A. This Seventh Amendment is intended to modify and amend the terms of the Declaration. Therefore, to the extent that the terms and provisions of this Seventh Amendment conflict with the terms of the Declaration, the terms and provisions of this Seventh 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 Seventh Amendment, all terms, conditions, and provisions of the Declaration shall remain in full force and effect.

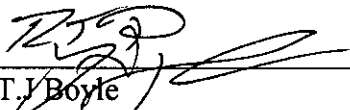
D. This Seventh Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Seventh Amendment. To facilitate execution of this Seventh Amendment, the parties may execute and exchange by telephone facsimile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

[Remainder of Page Intentionally Left Blank]

[Signature Page(s) to follow]

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

SCR Bravo Investments, LLC


By: 
Paul T.J. Boyle
Title: Chief Manager

ACKNOWLEDGMENT

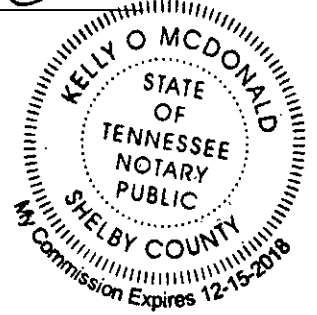
STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public of the state and county mentioned, personally appeared Paul T.J. 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 bargainor, 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 21st day of MAY, 2018.


Notary Public

My Commission expires: 12-15-18



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

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

THIS EIGHTH AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPRING CREEK RANCH RESIDENTIAL OWNERS ASSOCIATION, INC. ("Eighth Amendment"), is made and declared on this 28th day of August, 2019, by *SCR Bravo Investments, LLC*, a Tennessee limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant, or its predecessor in interest, and William R. Powell, Jr. entered into that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Spring Creek Ranch Residential Owners Association, Inc., of record at Instrument No. 10029947 in the Register's Office of Shelby County, Tennessee, as amended by that certain First 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. 12025197 in the aforesaid Register's Office, as further amended by 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 in the aforesaid Register's Office, as further amended by that certain Third 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. 13019816 in the aforesaid Register's Office, as further amended by that certain Fourth 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. 13092405 in the aforesaid Register's Office, as further amended by that certain Fifth 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. 1405530 in the aforesaid Register's Office, as further amended by that certain Sixth Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Spring Creek Ranch Residential Owners Association, Inc. of record at Instrument No. 16016749 in the aforesaid Register's Office, and as further amended by that certain Seventh Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Spring Creek Ranch Residential Owners Association, Inc. of record at Instrument No. 18050041 in the aforesaid Register's Office (collectively and 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 283, PAGE 1.

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 a portion of that additional property that was added in the Second Amendment has been platted into thirty-six (36) Lots, Lots 213 – 248 inclusive ("Phase 9 Lots"), and five (5) common open space Lots, COS Lots A-E, as more particularly reflected on Plat Book 283, Page 1 of record in the Register's Office of Shelby County, Tennessee

2. ASSESSMENTS.

Notwithstanding anything to the contrary contained in the Declaration, for the orderly development of the Phase 9 Lots, the following terms shall apply to all Phase 9 Lots:

No Assessment shall be charged or levied against any Phase 9 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 9 Lot by such homebuilder to a third-party Owner; (b) the first day of the month following the occupancy of a residence constructed on a Phase 9 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 9 Lot or by such home builder.

3. ADDITIONAL USE RESTRICTIONS.

Article IX of the Declaration is hereby modified to add the following additional restriction:

DD. Renting or leasing of a Lot or any Improvement constructed on a Lot for short term or vacation leasing or rentals similar to AirBNB, Homeaway, VRBO, etc. are expressly prohibited.

4. MISCELLANEOUS.

A. This Eighth Amendment is intended to modify and amend the terms of the Declaration. Therefore, to the extent that the terms and provisions of this Eighth Amendment conflict with the terms of the Declaration, the terms and provisions of this Eighth 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 Eighth Amendment, all terms, conditions, and provisions of the Declaration shall remain in full force and effect.

D. This Eighth 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 Eighth Amendment. To facilitate execution of this Eighth 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 Eighth Amendment on the day and year first above written.

SCR Bravo Investments, LLC

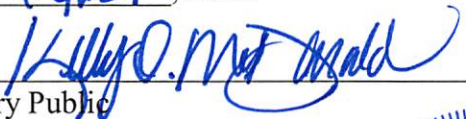
By: 
Paul T.J Boyle
Title: Chief Manager

ACKNOWLEDGMENT

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public of the state and county mentioned, personally appeared Paul T.J. 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 28th day of AUGUST, 2019.


Notary Public

My Commission expires: 10-19-22





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.



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10/07/2019 - 03:21:52 PM

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TRANSFER TAX	0.00
RECORDING FEE	20.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	22.00

SHELANDRA Y FORD
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE



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.



21052266

04/30/2021 - 03:35:52 PM

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RECORDING FEE	20.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	22.00

SHELANDRA Y FORD
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

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

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

THIS NINTH AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPRING CREEK RANCH RESIDENTIAL OWNERS ASSOCIATION, INC. ("Ninth Amendment"), is made and declared on this 29 day of APRIL, 2021, by *SCR Bravo Investments, LLC*, a Tennessee limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant, or its predecessor in interest, and William R. Powell, Jr. entered into that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Spring Creek Ranch Residential Owners Association, Inc., of record at Instrument No. 10029947 in the Register's Office of Shelby County, Tennessee, as amended by that certain First 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. 12025197 in the aforesaid Register's Office, as further amended by 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 in the aforesaid Register's Office, as further amended by that certain Third 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. 13019816 in the aforesaid Register's Office, as further amended by that certain Fourth 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. 13092405 in the aforesaid Register's Office, as further amended by that certain Fifth 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. 1405530 in the aforesaid Register's Office, as further amended by that certain Sixth Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Spring Creek Ranch Residential Owners Association, Inc. of record at Instrument No. 16016749 in the aforesaid Register's Office, as further amended by that certain Seventh Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Spring Creek Ranch Residential Owners Association, Inc. of record at Instrument No. 18050041 in the aforesaid Register's Office, and as further amended by that certain Eighth Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Spring Creek Ranch Residential Owners Association, Inc. of record at Instrument No. 19104309 in the aforesaid Register's Office (collectively and 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 291, PAGE 2**.

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 a portion of that additional property that was added in the Second Amendment has been platted into thirty-four (34) Lots, Lots 249 -282 inclusive (“Phase 10 Lots”), and three (3) common open space Lots, COS Lots A-C, as more particularly reflected on the Final Plat Spring Creek Ranch Development, Phase 10, Party of Area D, said plat being on record at Plat Book _____, Page _____ in the Register’s Office of Shelby County, Tennessee

2. **ASSESSMENTS.**

Notwithstanding anything to the contrary contained in the Declaration, for the orderly development of the Phase 10 Lots, the following terms shall apply to all Phase 10 Lots:

No Assessment shall be charged or levied against any Phase 10 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 10 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 10 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 10 Lot by such home builder.

3. **MISCELLANEOUS.**

A. This Ninth Amendment is intended to modify and amend the terms of the Declaration. Therefore, to the extent that the terms and provisions of this Ninth Amendment conflict with the terms of the Declaration, the terms and provisions of this Ninth 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 Ninth Amendment, all terms, conditions, and provisions of the Declaration shall remain in full force and effect.

D. This Ninth 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 Ninth Amendment. To facilitate execution of this Ninth Amendment, the parties may execute and exchange by telephone facsimile counterparts of the signature pages.

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[Signature Page(s) to follow]

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

SCR Bravo Investments, LLC

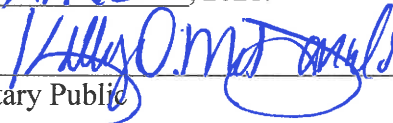
By: 
Paul T.J Boyle
Title: Chief Manager

ACKNOWLEDGMENT

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public of the state and county mentioned, personally appeared Paul T.J. 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 29th day of APRIL, 2021.


Notary Public

My Commission expires: 10-19-22



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

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

THIS TENTH AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPRING CREEK RANCH RESIDENTIAL OWNERS ASSOCIATION, INC. ("Tenth Amendment"), is made and declared on this 15 day of October, 2021, by *SCR Bravo Investments, LLC*, a Tennessee limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant, or its predecessor in interest, and William R. Powell, Jr. entered into that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Spring Creek Ranch Residential Owners Association, Inc., of record at Instrument No. 10029947 in the Register's Office of Shelby County, Tennessee, as amended by that certain First 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. 12025197 in the aforesaid Register's Office, as further amended by 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 in the aforesaid Register's Office, as further amended by that certain Third 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. 13019816 in the aforesaid Register's Office, as further amended by that certain Fourth 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. 13092405 in the aforesaid Register's Office, as further amended by that certain Fifth 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. 1405530 in the aforesaid Register's Office, as further amended by that certain Sixth Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Spring Creek Ranch Residential Owners Association, Inc. of record at Instrument No. 16016749 in the aforesaid Register's Office, as further amended by that certain Seventh Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Spring Creek Ranch Residential Owners Association, Inc. of record at Instrument No. 18050041 in the aforesaid Register's Office, as further amended by that certain Eighth Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Spring Creek Ranch Residential Owners Association, Inc. of record at Instrument No. 19104309 in the aforesaid Register's Office and as further amended by that certain Ninth Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Spring Creek Ranch Residential Owners Association, Inc. of record at Instrument No. 21052266 in the aforesaid Register's Office (collectively and as amended, the "Declaration"); and

WHEREAS, on even date herewith, Trail Partners, LLC, a Tennessee limited liability company conveyed to Declarant 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, Declarant desires the Bravo Property 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, 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

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

Declarant, 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.

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.

3. MISCELLANEOUS.

A. This Tenth Amendment is intended to modify and amend the terms of the Declaration. Therefore, to the extent that the terms and provisions of this Tenth Amendment conflict with the terms of the Declaration, the terms and provisions of this Tenth 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 Tenth Amendment, all terms, conditions, and provisions of the Declaration shall remain in full force and effect.

D. This Tenth 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 Tenth Amendment. To facilitate execution of this Tenth 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 Tenth Amendment on the day and year first above written.

SCR Bravo Investments, LLC

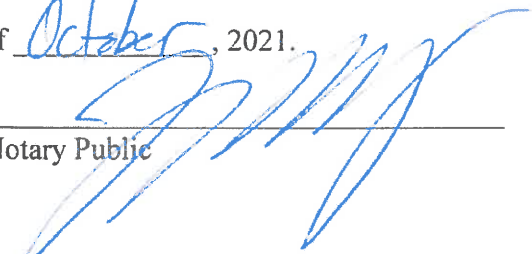
By: 
Paul T.J Boyle
Title: Chief Manager

ACKNOWLEDGMENT

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public of the state and county mentioned, personally appeared Paul T.J. 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 bargainor, 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 15th 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.



21123609

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

6 PGS	
CHRIS 2311681 - 21123609	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	30.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	32.00

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

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

THIS ELEVENTH AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPRING CREEK RANCH RESIDENTIAL OWNERS ASSOCIATION, INC. ("Eleventh Amendment"), is made and declared on this 14 day of FEBRUARY, 2022, by *SCR Bravo Investments, LLC*, a Tennessee limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant, or its predecessor in interest, and William R. Powell, Jr. entered into that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Spring Creek Ranch Residential Owners Association, Inc., of record at Instrument No. 10029947 in the Register's Office of Shelby County, Tennessee, as amended by that certain First 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. 12025197 in the aforesaid Register's Office, as further amended by 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 in the aforesaid Register's Office, as further amended by that certain Third 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. 13019816 in the aforesaid Register's Office, as further amended by that certain Fourth 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. 13092405 in the aforesaid Register's Office, as further amended by that certain Fifth 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. 1405530 in the aforesaid Register's Office, as further amended by that certain Sixth Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Spring Creek Ranch Residential Owners Association, Inc. of record at Instrument No. 16016749 in the aforesaid Register's Office, as further amended by that certain Seventh Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Spring Creek Ranch Residential Owners Association, Inc. of record at Instrument No. 18050041 in the aforesaid Register's Office, as further amended by that certain Eighth Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Spring Creek Ranch Residential Owners Association, Inc. of record at Instrument No. 19104309 in the aforesaid Register's Office, as further amended by that certain Ninth Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Spring Creek Ranch Residential Owners Association, Inc. of record at Instrument No. 21052266 in the aforesaid Register's Office and as further amended by that certain Tenth Amendment to the Amended and Restated

Declaration of Covenants, Conditions and Restrictions for Spring Creek Ranch Residential Owners Association, Inc. of record at Instrument No. 21123609 (collectively and 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 ²⁹⁵, PAGE 16 .

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 a portion of that additional property that was added in the Second Amendment has been platted into thirty-four (34) Lots, Lots 283 -316 inclusive ("Phase 11 Lots"), and two (2) common open space Lots, COS Lots A and B, as more particularly reflected on the Final Plat Spring Creek Ranch Development, Phase 11, Part of Area B and D, said plat being on record at Plat Book 295, Page 16 in the Register's Office of Shelby County, Tennessee

2. ASSESSMENTS.

Notwithstanding anything to the contrary contained in the Declaration, for the orderly development of the Phase 11 Lots, the following terms shall apply to all Phase 11 Lots:

No Assessment shall be charged or levied against any Phase 11 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 11 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 11 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 11 Lot by such home builder.

3. MISCELLANEOUS.

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

the Declaration, the terms and provisions of this Eleventh 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 Eleventh Amendment, all terms, conditions, and provisions of the Declaration shall remain in full force and effect.


D. This Eleventh 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 Eleventh Amendment. To facilitate execution of this Eleventh Amendment, the parties may execute and exchange by telephone facsimile counterparts of the signature pages.

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[Signature Page(s) to follow]

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

SCR Bravo Investments, LLC

By: 
Paul T.J Boyle
Title: Chief Manager

ACKNOWLEDGMENT

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public of the state and county mentioned, personally appeared Paul T.J. 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 bargainor, 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 14th day of FEBRUARY, 2022.


Notary Public

My Commission expires: 10-19-22





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.



22022099

02/25/2022 - 09:56:05 AM

4 PGS	
ABRIA 2389479 - 22022099	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	20.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	22.00

SHELANDRA Y FORD
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE



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.



24052953

06/25/2024 - 03:58:11 PM

3 PGS	
ALONZO 2716865 - 24052953	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	17.00

WILLIE F. BROOKS JR
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

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

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

THIS TWELFTH AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPRING CREEK RANCH RESIDENTIAL OWNERS ASSOCIATION, INC. ("Twelfth 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, and William R. Powell, Jr. entered into that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Spring Creek Ranch Residential Owners Association, Inc., of record at Instrument No. 10029947 in the Register's Office of Shelby County, Tennessee, as amended by that certain First 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. 12025197 (re-recorded at Instrument No. 20092817) in the aforesaid Register's Office, as further amended by 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 in the aforesaid Register's Office, as further amended by that certain Third 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. 13019816 in the aforesaid Register's Office, as further amended by that certain Fourth 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. 13092405 in the aforesaid Register's Office, as further amended by that certain Fifth 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. 14055530 in the aforesaid Register's Office, as further amended by that certain Sixth Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Spring Creek Ranch Residential Owners Association, Inc. of record at Instrument No. 16016749 in the aforesaid Register's Office, as further amended by that certain Seventh Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Spring Creek Ranch Residential Owners Association, Inc. of record at Instrument No. 18050041 in the aforesaid Register's Office, as further amended by that certain Eighth Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Spring Creek Ranch Residential Owners Association, Inc. of record at Instrument No. 19104309 in the aforesaid Register's Office, as further amended by that certain Ninth Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Spring Creek Ranch Residential Owners Association, Inc. of record at Instrument No. 21052266 in the aforesaid Register's Office, as further amended by that certain Tenth Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Spring Creek Ranch Residential Owners Association, Inc. of record at Instrument No. 21123609 and as further

amended by that certain Eleventh Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Spring Creek Ranch Residential Owners Association, Inc. of record at Instrument No. 22022099 (collectively and 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. MISCELLANEOUS.

A. This Twelfth Amendment is intended to modify and amend the terms of the Declaration. Therefore, to the extent that the terms and provisions of this Twelfth Amendment conflict with the terms of the Declaration, the terms and provisions of this Twelfth 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 Twelfth Amendment, all terms, conditions, and provisions of the Declaration shall remain in full force and effect.

D. This Twelfth 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 Twelfth Amendment. To facilitate execution of this Twelfth Amendment, the parties may execute and exchange by telephone facsimile counterparts of the signature pages.

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

SCR Bravo Investments, LLC

By: Matthew Hayden
Matthew Hayden
Title: Treasurer

ACKNOWLEDGMENT

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public of the state and county mentioned, personally appeared Matthew Hayden, 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 Treasurer of **SCR Bravo Investments, LLC**, a Tennessee limited liability company, the within named bargainer, and that he as such Treasurer, 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 Treasurer.

WITNESS my hand, at office, this 21 day of June 2024.

[Signature]
Notary Public

My Commission expires: _____

