

BK/PG: 6908/119-128
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10 PGS : RESTRICTIONS	
JENNY LANEY 460162 - 16046614	
10/24/2016 - 02:45:27 PM	
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	50.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	52.00

STATE OF TENNESSEE, WILLIAMSON COUNTY

SADIE WADE

REGISTER OF DEEDS

This Instrument Prepared By:
 Douglas S. Hale, Attorney
 Hale and Hale, PLC
 198 East Main Street, Suite 200
 Franklin, Tennessee 37064

SUPPLEMENTAL DECLARATION
TO DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS FOR SIMMONS RIDGE

SIMMONS RIDGE JOINT VENTURE, a Tennessee joint venture composed of Coastal Development Corporation, a Tennessee corporation, and Simmons Ridge Partners, LLC, a Tennessee limited liability company ("Declarant") makes this Supplemental Declaration as of the 24th day of October, 2016.

WITNESSETH:

WHEREAS, that certain *Declaration Of Covenants, Conditions and Restrictions For Simmons Ridge* is of record in Book 6789, Page 125, Register's Office for Williamson County, Tennessee (the "Declaration");

WHEREAS, at Section 12 of Article I of the Declaration, Simmons Ridge Joint Venture, together with its successors and assigns, is defined and designated as the "Declarant" under the Declaration;

WHEREAS, Declarant has caused a portion of the acreage comprising the Development, as defined in the Declaration and described on Exhibit A-1 attached thereto, to be developed into twenty-nine (29) improved platted "Lots", together with any designated "Common Area", as such terms are defined in Sections 8 and 20 of Article I of the Declaration, with said twenty-nine (29) platted Lots and Common Area being of record in Plat Book P64, Pages 118a and 118 b, said Register's Office, a copy of which Plat is attached to this Supplemental Declaration, marked as Exhibit A and incorporated herein by reference (collectively the "Added Lots");

WHEREAS, certain of the Added Lots are to be designated as "Common Maintenance Lot(s)", as said term is defined in the Declaration;

WHEREAS, pursuant to Article XIII, Section 1 of the Declaration, Declarant has the right to add additional property to be subject to the Declaration by the recording of this Supplemental Declaration in said Register's Office;

WHEREAS, subject to certain conditions, the Declaration permits the leasing of Residential Units;

WHEREAS, Declarant desires to amend the Declaration to revise the provisions set

forth therein respecting the leasing of Residential Units;

WHEREAS, as of the date of execution of this Supplemental Declaration no Lot has been sold; all of which Lots continue to be owned by the Declarant, and pursuant to Article XII, Section 3 of the Declaration, Declarant has the unilateral right and power to amend the Declaration;

WHEREAS, Declarant desires to record this Supplemental Declaration for the purpose of including the Added Lots within the term "Property", as such term is defined in the Declaration, subjecting the Added Lots to the Declaration and designating certain of the Added Lots as "Common Maintenance Lots" and amending certain provisions in the Declaration respecting the leasing of Residential Units

NOW, THEREFORE, in consideration of the recitals hereinabove set forth, which are incorporated herein by reference, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Declarant states as follows:

1. The twenty-nine (29) lots and designated Common Area reflected in Plat Book P64, Pages 118a and 118 b, said Register's Office, are included within the term "Property", as such term is defined in the Declaration, and are subjected to the Declaration;
2. Of the twenty-nine (29) Added Lots, Lots 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 36, 37, 38, 39, 40, 41, 42, 43, 44 and 45, as set forth in Plat Book P64, Pages 118a and 118 b, said Register's Office, are designated as "Common Maintenance Lots", as said term is defined in the Declaration; and
3. Subsections (x) and (y) of Article XI, Section 1 are deleted in their entirety and the following inserted in the place thereof:

"(x) Lease of a Residential Unit; Notice to Association.

(aa) Leases. An Owner desiring to lease his Residential Unit may do so only if he has applied for and received prior written approval from the Board of Directors ("Lease Approval"). Lease Approvals shall be valid only as to a specific Owner and Residential Unit and shall not be transferable between either Residential Units or Owners, but shall be transferable to successors in title to the same Residential Unit.

(bb) Leasing Provisions. Leasing, which is authorized pursuant to this Subsection (x), shall be governed by the following provisions:

(bbb) Notice. At least seven (7) days prior to entering into the lease of a Residential Unit, the Owner shall provide the Board with a copy of the proposed lease agreement. The Owner must use a lease form approved by the Board in its sole discretion, as it may be amended from time to time. In the event a lease is disapproved, the Board shall notify the Owner of the requisite action to be taken in order to bring the lease in

compliance with the Declaration and any Rules and Regulations adopted pursuant hereto.

(bbbb) General. Residential Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. All leases, and amendments thereto, shall be in writing using the form(s) approved by the Board. There shall be no subleasing of Residential Units or assignment of leases without prior written Board approval, which approval may be withheld in the Board's sole discretion. Within ten (10) days after executing a lease agreement, or any amendment thereto, for the lease of a Residential Unit, the Owner shall provide the Board with a fully executed copy of the lease and lease amendment, together with the name and contact information of the lessee and all other people occupying the Residential Unit. The Owner must provide the lessee copies of the Declaration, Bylaws, and the Rules and Regulations, together with any and all amendments, revisions and restatements of the same and the lessee must acknowledge and agree within the lease, among other things, that he/she will be bound by such documents.

(cc) Liability for Assessments, Use of Common Areas, and Compliance with Declaration, Bylaws, and Rules and Regulations. Each Owner covenants and agrees that any lease of a Residential Unit shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the lessee, by occupancy of the Residential Unit, agrees to the applicability of this covenant and incorporation of the following language into the lease:

"Compliance with Declaration, Bylaws, and Rules and Regulations. The lessee shall comply with all provisions of the Declaration, Bylaws and rules and regulations adopted pursuant thereto and shall control the conduct of all other occupants and guests of the leased Residential Unit in order to ensure such compliance. The Owner shall cause all occupants of the Residential Unit to comply with the Declaration, Bylaws and the rules and regulations adopted pursuant thereto, and the Owner shall be responsible for all violations by such occupants, notwithstanding the fact that such occupants of the Residential Unit are fully liable and may be sanctioned for any such violation. If the lessee, or a person living with the lessee or occupying the Residential Unit, violates the Declaration, Bylaws or a rule or regulation for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee, and such fine may be assessed against the Owner, the lessee or both, and if the fine is not paid within the time period set by the Board, the Board may institute such actions as it deems appropriate to collect the fine,

including, but not limited to, legal action, and the Owner and the lessee shall reimburse the Board/Association for all costs and expenses incurred in such collection, including, but not limited to, reasonable attorney's fees and court costs. Unpaid fines shall constitute a lien against the Residential Unit.

Any violation of the Declaration, Bylaws or rules and regulations adopted pursuant thereto, by the lessee, any occupant, or any guest of lessee, shall be deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Tennessee law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, Bylaws and the rules and regulations adopted pursuant thereto, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof. If the Association proceeds to evict the lessee, any costs, including reasonable attorneys' fees actually incurred and court costs associated with the eviction shall be an assessment and lien against the Residential Unit."

(dd) Liability for Assessments. When an Owner who is leasing his or her Residential Unit to pay any annual or special assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board, lessee shall pay to the Association all unpaid annual and special assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to the Owner. If lessee fails to comply with the Board's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under the Declaration as if lessee were an Owner, and if lessee shall fail to pay the same then such failure shall be deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Tennessee law, and the Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for such failure, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner. If the Association proceeds to evict the lessee, any

costs, including reasonable attorneys' fees actually incurred and court costs associated with the eviction shall be an assessment and lien against the Residential Unit. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

(cc) Non-Applicability of this Subsection (x). Notwithstanding anything stated in this Subsection (x) or elsewhere in the Declaration, the provisions of this Subsection (x) shall not apply to any leasing transaction entered into by the Declarant, its successors, any assignee of all or any part of Declarant's rights under this Declaration or this Subsection (x), or to the Association, or to any Mortgagee who becomes the Owner of a Residential Unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such mortgage. Such parties shall be permitted to lease a Residential Unit without first obtaining a permit or approval in accordance with this Subsection (x) and such Residential Unit shall not be considered as being leased in determining any maximum number of Residential Units that may be leased in the Development.

(ff) Definition. "Leasing" for purposes of this Declaration, is defined as the occupancy of a Residential Unit by any person or persons other than the Owner for which the Owner receives any consideration or direct or indirect benefit, including, but not limited to a fee, service, gratuity or emolument.

(y) Transfer of a Residential Unit; Notice of Transfer of Residential Unit. Whenever an Owner proposes to sell, give, devise, or otherwise transfer his/her/its ownership interest in a Residential Unit, such Owner shall give the Association written notice within thirty (30) days (before or after closing) of the transfer, which notice shall briefly describe the transfer and shall state the names and address of the transferee."

This Supplemental Declaration shall run with the land and be binding upon, and inure to the benefit of every Owner of the Lots described in the hereinabove referenced recorded Plats.

(SIGNATURES AND ACKNOWLEDGMENTS APPEARS ON THE FOLLOWING PAGES)

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on the day and date first above written.

DECLARANT:

SIMMONS RIDGE JOINT VENTURE, a Tennessee partnership
By: Coastal Development Corporation, a Tennessee corporation,

By: [Signature]
Douglas S. Hale, President

By: Simmons Ridge Partners, LLC, a Tennessee limited liability company,

By: [Signature]
John Y. Franks, Managing Member

STATE OF TENNESSEE)

COUNTY OF Williamson

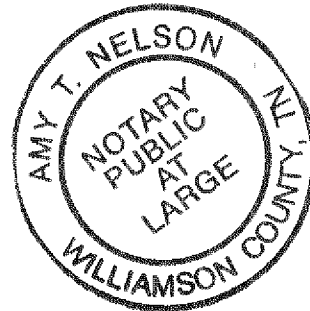
Personally appeared before me Amy T. Nelson, of the state and county aforesaid, personally appeared Douglas S. Hale, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of Coastal Development Corporation, a joint venturer in Simmons Ridge Joint Venture, the within named bargainor, and that he as such President, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation as President.

WITNESS my hand, at office, this 24th day of October, 2016.

[Signature]
NOTARY PUBLIC

My Commission Expires:

11/10/2019



STATE OF TENNESSEE)

COUNTY OF Williamson

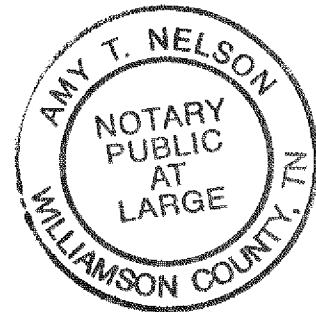
Personally appeared before me Amy T. Nelson, of the state and county aforesaid, personally appeared John Y. Franks, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Managing Member of Simmons Ridge Partners, LLC, a joint venturer in Simmons Ridge Joint Venture, the within named bargainer, and that he as such Managing Member, executed the foregoing instrument for the purposes therein contained, by signing the name of the company as Managing Member.

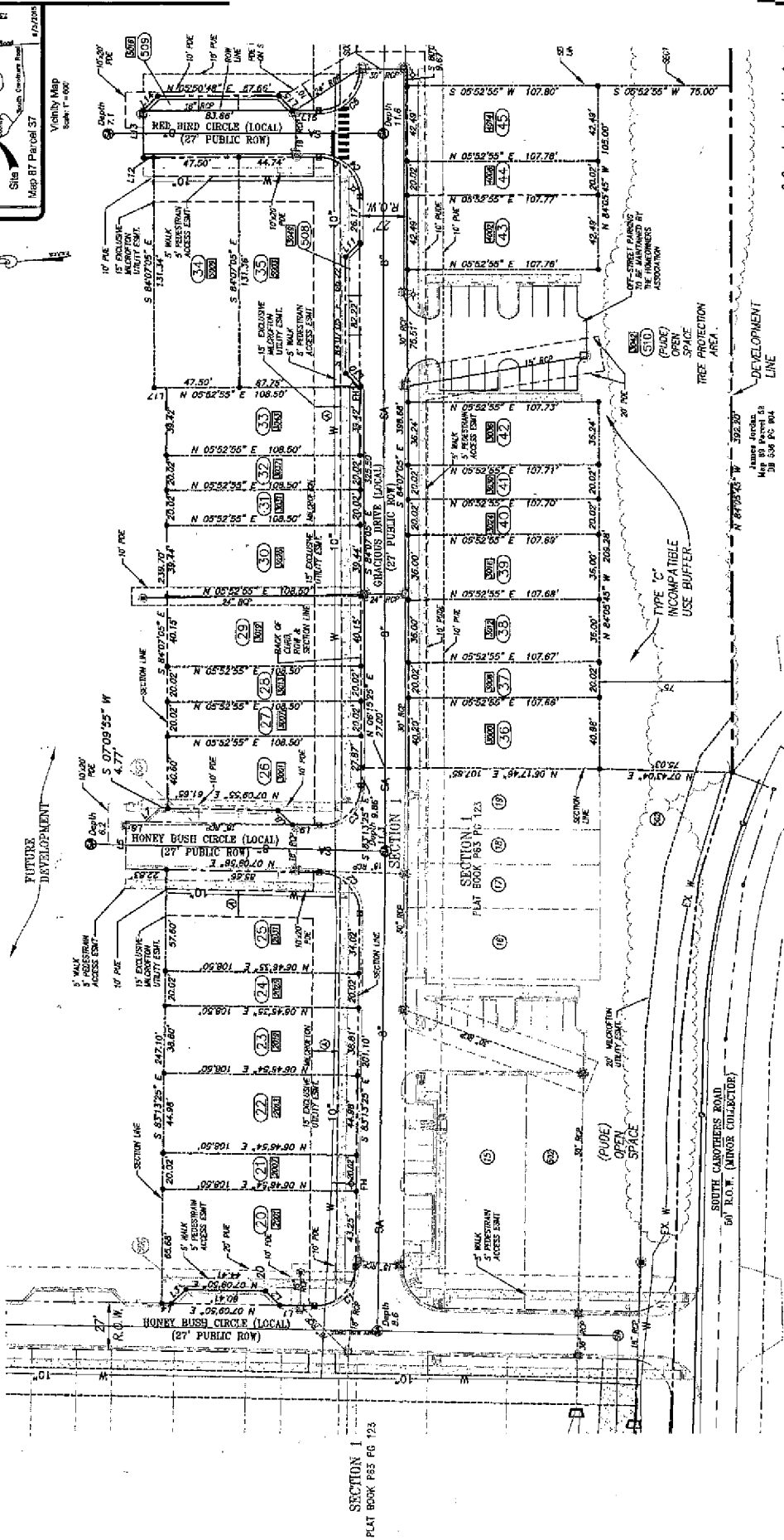
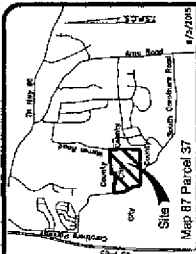
WITNESS my hand, at office, this 24th day of October, 2016.

Amy T. Nelson
NOTARY PUBLIC

My Commission Expires:

11/10/2019

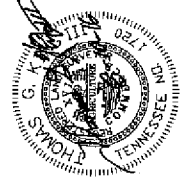




2 On-Street Parking Areas
to be provided
& maintained by the HOA
On-Street Parking portion of
Lot 510 to be owned &
maintained by the HOA

Date: 08/09/16	Revised lot dimensions
Date: 07/27/16	Per City Comments
Date: 08/28/15	PER CITY COMMENTS
SIMMONS RIDGE PUD SUBDIVISION	
SECTION 2	
4408 SOUTH CAROLERS ROAD	
FINAL SUBDIVISION PLAT	
FRANKLIN, WILLIAMSON COUNTY, TENNESSEE	
Total Acres = 3.35 ac.	Total Lots = 29
Acres New Streets = 0.33 ac.	Feet New Streets = 519'
Civil District: 14th	Closure Error: 710.000+'
Scale: 1" = 40'	Date: 08/10/15
	City Project No. 5923

- LEGEND**
- Iron Road Existing - Iron road (x)
 - Iron Road Set - Iron road (s)
 - Proposed -
 - Property Line -
 - Utility Line -
 - Sanitary Sewer Main -
 - Storm Sewer Pipe -
 - Street Light -
 - Street Sign -
 - Gas Line -
 - 6" Water Main -
 - 15" Sewer Main -
 - 20" Sewer Main -
 - Public Utility Easement -
 - Street Address -



Lot No.	Area (Ac.)	Area (Sq. Ft.)
20	0.11	7,530
21	0.11	7,530
22	0.11	7,530
23	0.11	7,530
24	0.11	7,530
25	0.11	7,530
26	0.11	7,530
27	0.11	7,530
28	0.11	7,530
29	0.11	7,530
30	0.11	7,530
31	0.11	7,530
32	0.11	7,530
33	0.11	7,530
34	0.11	7,530
35	0.11	7,530

08/01/2016 - 03:41:00 PM
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PLAT BOOK: P64
PAGE: 148
REC'D
FILED
CLERK OF COURTS
SACIE WADE

Lot No.	Area (Ac.)	Area (Sq. Ft.)
20	0.11	7,530
21	0.11	7,530
22	0.11	7,530
23	0.11	7,530
24	0.11	7,530
25	0.11	7,530
26	0.11	7,530
27	0.11	7,530
28	0.11	7,530
29	0.11	7,530
30	0.11	7,530
31	0.11	7,530
32	0.11	7,530
33	0.11	7,530
34	0.11	7,530
35	0.11	7,530

P04/118b

Lot No.	Area (Ac.)	Area (Sq. Ft.)
20	0.11	7,530
21	0.11	7,530
22	0.11	7,530
23	0.11	7,530
24	0.11	7,530
25	0.11	7,530
26	0.11	7,530
27	0.11	7,530
28	0.11	7,530
29	0.11	7,530
30	0.11	7,530
31	0.11	7,530
32	0.11	7,530
33	0.11	7,530
34	0.11	7,530
35	0.11	7,530

I, Brenda Franks Hale, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.



Brenda Franks Hale

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before, Amy T. Nelson, a Notary Public for this County and State, Brenda Franks Hale, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

My Commission Expires: 11/10/2019



Notary Signature

