



*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.

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

4 5

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.**

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

WITNESSETH:

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

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

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

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

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

**1. USE RESTRCTIONS.**

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

**2. MISCELLANEOUS.**

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

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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.

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[Signature Page(s) to follow]

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

**Spring Creek, LLC**

By: [Signature]

Title: chief manager

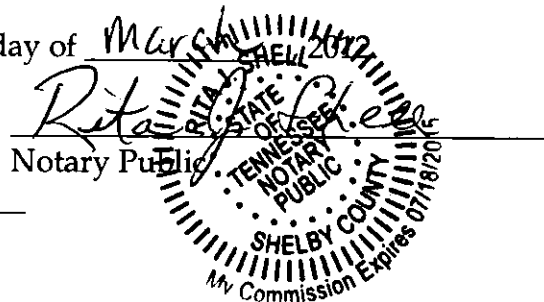
ACKNOWLEDGMENT

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, a Notary Public of the state and county mentioned, personally appeared Robb Meyer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Chief Manager of Spring Creek, LLC, a Tennessee limited liability company, the within named bargainor, and that he as such Chief Manager, executed the foregoing instrument for the purposes therein contained, by signing the name of Spring Creek LLC, a limited liability company, by himself as Chief Manager.

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


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.

	
<b>12131520</b>	
<b>11/15/2012 - 03:42 PM</b>	
13 PGS	
MAX	1018935-12131520
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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
<b>TOM LEATHERWOOD</b>	
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.**

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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:

  
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 bargainor, 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 5<sup>th</sup> day of November, 2012.

  
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 Jr.

Title: Manager

ACKNOWLEDGMENT

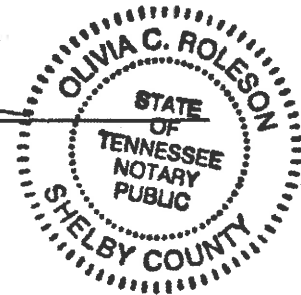
STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, a Notary Public of the state and county mentioned, personally appeared Russell E. Bloodworth Jr., 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 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  $84^{\circ} 50' 24''$  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  $77^{\circ} 25' 54''$  EAST, 121.80 FEET) TO A POINT; THENCE SOUTH  $30^{\circ} 17' 48''$  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  $46^{\circ} 20' 50''$  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  $61^{\circ} 44' 45''$  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  $10^{\circ} 09' 40''$  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  $61^{\circ} 44' 45''$  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.

<b>13019816</b>	
<b>02/13/2013 - 03:30 PM</b>	
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
<b>TOM LEATHERWOOD</b>	
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 13<sup>th</sup> 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.

[Remainder of Page Intentionally Left Blank]

[Signature Page(s) to follow]

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

SCR Bravo Investments, LLC

By: \_\_\_\_\_

Title: manager

ACKNOWLEDGMENT

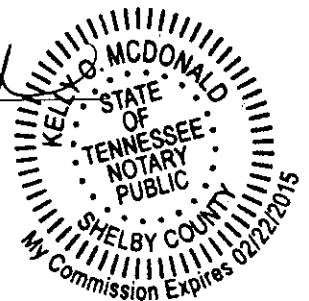
STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, a Notary Public of the state and county mentioned, personally appeared CHARY 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 13<sup>th</sup> day of FEBRUARY, 2013.

\_\_\_\_\_  
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.

 <b>13092405</b>	
<b>07/30/2013 - 03:15 PM</b>	
3 PGS	
LYNDAL 1118320-13092405	
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
<b>TOM LEATHERWOOD</b> REGISTER OF DEEDS SHELBY COUNTY TENNESSEE	

THIS INSTRUMENT PREPARED BY AND RETURN TO:  
EVANS PETREE PC ع و ع  
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.**

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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 30<sup>th</sup> 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.

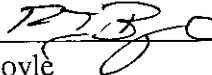
D. This Fourth Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Fourth Amendment. To facilitate execution of this Fourth Amendment, the parties may execute and exchange by telephone facsimile counterparts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

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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**

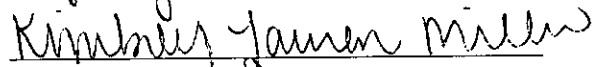
By:   
Paul T.J Boyle  
Title: Chief Manager

ACKNOWLEDGMENT

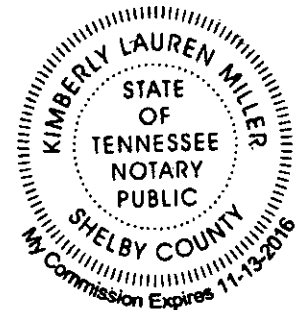
STATE OF TENNESSEE  
COUNTY OF SHELBY

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 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 30<sup>th</sup> day of July, 2013.

  
Notary Public

My Commission expires: 11/13/2016



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 29<sup>th</sup> 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.

[Remainder of Page Intentionally Left Blank]

[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

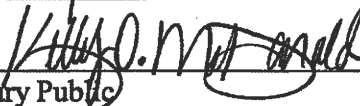
**ACKNOWLEDGMENT**

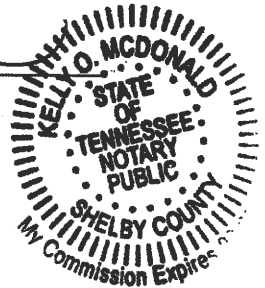
**STATE OF TENNESSEE  
COUNTY OF SHELBY**

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 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 29<sup>th</sup> day of may, 2014.

My Commission expires: 2-22-15


  
Notary Public





*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.

	
14055530	
05/30/2014 - 03:25 PM	
3 PGS	
TAXY	1217317-14055530
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	



*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.



**16016749**

**02/23/2016 - 01:45 PM**

**3 PGS**

**BUDDY 1429111-16016749**

**VALUE 0.00**

**MORTGAGE TAX 0.00**

**TRANSFER TAX 0.00**

**RECORDING FEE 15.00**

**DP FEE 2.00**

**REGISTER'S FEE 0.00**

**WALK THRU FEE 0.00**

**TOTAL AMOUNT 17.00**

**TOM LEATHERWOOD**

**REGISTER OF DEEDS SHELBY COUNTY TENNESSEE**

THIS INSTRUMENT PREPARED BY AND RETURN TO:  
EVANS PETREE PC  
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.**

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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 23<sup>rd</sup> 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.

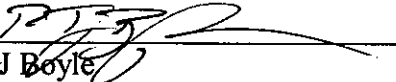
D. This Sixth Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Sixth Amendment. To facilitate execution of this Sixth Amendment, the parties may execute and exchange by telephone facsimile counterparts 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 23<sup>rd</sup> day of FEBRUARY, 2016.

My Commission expires: 12-15-18

  
Notary Public

