

THIS INSTRUMENT PREPARED BY:  
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**FIRST AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR BENT CREEK ACTIVE ADULT COTTAGES**

THIS FIRST AMENDMENT ("First Amendment") TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BENT CREEK ACTIVE ADULT COTTAGES made this the 14<sup>th</sup> day of January, 2015, by CK DEVELOPMENT, L.L.C., a Tennessee limited liability company (hereinafter referred to as "Declarant"), for itself, its successors, successors-in-title, grantees, and assigns.

**WITNESSETH:**

**WHEREAS**, Declarant previously established certain covenants, conditions, and restrictions for property located in Nolensville, Williamson County, Tennessee, pursuant to the Declaration of Covenants, Conditions, and Restrictions (the "Declaration") for Bent Creek Active Adult Cottages (the "Subdivision") of record in Book 6357, Page 556, in the Register's Office for Williamson County, Tennessee (the "Register's Office");

**WHEREAS**, pursuant to Article XVIII, Section 2 of the Declaration, Declarant desires to unilaterally amend the Declaration prior to the conveyance of the first Lot as set forth herein.

**NOW THEREFORE**, for and in consideration of these premises and other and valuable consideration, the Declarant hereby amends the Declaration as follows:

1. Article X, Section 10 of the Declaration shall be substituted and replaced with the following new section, to clarify a Builder's obligations with respect to the payment of Assessments:

Section 10. Obligation of Declarant and Builders for Assessments. Until the expiration of the Class "B" Control Period, Declarant shall not be liable for the payment of Assessments on its unsold Lots. However, until the expiration of the Class "B" Control Period, the Declarant shall be obligated for the difference between the amount of Base Assessments levied on all Lots subject to assessment and the amount of actual expenditures required to operate the Association during the fiscal year, and any such payments by Declarant shall be considered a subsidy to the Association (a "Subsidy"). Any Subsidy may be treated, in the Declarant's discretion, as either (i) a voluntary contribution, (ii) a prepayment of Assessments due from the Declarant for unsold Lots owned after the expiration of the Class "B" Control Period, if any, or (iii) a loan from the Declarant to the Association. A Subsidy may be evidenced by one or more promissory notes from the Association in favor of the Declarant.