THIS INSTRUMENT PREPARED BY:
Ortale Kelley Law Firm (PHP)
330 Commerce Street, Suite 110
Nashville, Tennessee 37201

Karen Johnson Davidson County
Batch# 314556 DEEDMAST
11/12/2019 12:46:30 PM 16 pgs
Fees: $82.00 Taxes: $0.00
20191112-0116482

THIRD SUPPLEMENT AND AMENDMENT TO THE

AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR BELLE ARBOR
AND
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR BELLE ARBOR TOWNHOMES
A TOWNHOME PLANNED UNIT DEVELOPMENT

(ANNEXING SECTION 5B PROPERTY)

THIS THIRD SUPPLEMENT AND AMENDMENT TO THE AMENDED AND RESTATED DELCARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BELLE ARBOR AND DELCARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BELLE ARBOR TOWNHOMES, A TOWNHOME PLANNED UNIT DEVELOPMENT ("**Third Supplement and Amendment**") is executed as of this the 12th day of November, 2019, by Eatherly/Right Joint Venture, a Tennessee joint venture (hereinafter referred to as **"Declarant"**) for itself, its successors, grantees, and assigns.

WITNESSETH:

WHEREAS, Declarant previously filed an Amended and Restated Declaration of Covenants, Conditions and Restrictions for Belle Arbor and Declaration of Covenants, Conditions and Restrictions for Belle Arbor Townhomes, A Townhome Planned Unit Development ("**A&R Declaration**") with respect to certain property located in Nashville, Davidson County, Tennessee, of record as Instrument Number 20171116-0117974 in the Register's Office for Davidson County, Tennessee (the "**Register's Office**"), and Scrivener's Affidavit of record as Instrument Number 20171122-0119839 in the Register's Office, and subjected said property to the covenants, conditions, and restrictions set forth in said Declaration; as amended by the First Amendment to said Original Declaration of record in Record Book 6237, Page 219, in said Register's Office (the "**First Amendment**"); as amended by the Second Amendment to said Original Declaration of record in Instrument Number 20190708-0066428, in said Register's Office (the "**Second Amendment**");the A&R Declaration together with the First Amendment and Second Amendment may be collectively referred to herein as the "Declaration"); and

WHEREAS, pursuant to Article VIII, Section 1 of said Declaration, Declarant desires to annex Lots139 and 140 (to be Section 5B Townhome Property) and subject said Lots, as well as any Common Areas and other real property related thereto to the Subdivision; said property being more particularly described on Exhibit "A" attached hereto (the "**Section 5B Property**"); and

WHEREAS, pursuant to Article VIII, Section 1 of said Declaration, Declarant desires to create thirty three (33) additional Townhome Units within the horizontal property regime to be located on Lot 139 of the Section 5B Property, and subject those Units as well as any Common Elements, Common Area and other real property related thereto to the Subdivision; said property being more particularly described on Exhibit "B" attached hereto (the "**Section 5B Townhome Property**"); and

WHEREAS, pursuant to Article VIII, Section 1 of said Declaration, Declarant desires to create Twenty Four (24) Cottage Units within the horizontal property regime to be located on Lot 140 of the Section 5B Property, and subject those Units as well as any Common Elements, Common Area and other real property related thereto to the Subdivision; said property being more particularly described on Exhibit "B" attached hereto (the "**Section 5B Cottage Property**" or "**Cottage Property**"); and

WHEREAS, pursuant to Article VXIII, Section 2 of said Amended and Restated Declaration, Declarant desires to amend the Declaration to add the legal description for Section 5B Property to the legal description for the Townhome Property.

WHEREAS, pursuant to Article VXIII, Section 2 of said Amended and Restated Declaration, Declarant desires to amend the Declaration to add the Site Plan for the Section 5B Townhome Property and Section 5B Cottage Property to the Site Plan for the Townhome Property.

WHEREAS, pursuant to Article VXIII, Section 2 of said Amended and Restated Declaration, Declarant desires to amend the Declaration to create "Cottage Units" and amend the maintenance requirements specifically affecting the Cottage Units.

NOW THEREFORE, Declarant hereby agrees to amend the Declaration as follows:

1. The Declaration shall be supplemented and amended for purposes of annexing the Section 5B Property, as more particularly described on Exhibit "A" attached hereto, to the Subdivision and subjecting said Section 5B Property to the covenants, conditions, and restrictions of the Declaration, as supplemented and amended from time to time.

2. The Declaration shall be amended for purposes of adding the legal description of the Section 5B Townhome Property and Cottage Property to the Legal Description for Townhome Property provided for in Exhibit "B-1" of the original Declaration. The Declaration shall hereby be amended to add Exhibit "B" attached to this Amendment to the existing Exhibit "B-1"of the Declaration.

3. The Site Plan for the Townhome Property, attached to this Amendment as Exhibit "C", shall be added to the Declaration Exhibit "B-2".

4. The Site Plan for the Cottage Property, attached to this Amendment as Exhibit "D", shall be added to the Declaration as Exhibit "B-3".

5. Article I, Section 29 of the Declaration shall be deleted in its entirety and replaced with the following Section29:

> Section 29. "Private Element" shall mean and refer to the lot area upon which a Unit is located and the improvements located thereon as bound by the exterior finished surfaces of each Unit and the center of any foundation, wall or roof that is common to two Units, as further depicted on Exhibit "B-1", Exhibit "B-2", and Exhibit "B-3" (and any future Site Plans annexed into the Development) attached hereto and made a part hereof, exclusive of any Common Elements located thereon. Exclusive ownership and use of the Private Elements for each Unit is reserved to such Unit. As set forth in Tenn. Code Ann. § 66-27-102(12), Limited Common Elements located upon Private Elements shall be deemed to be Private Elements. With respect to Cottage Units, all interior and exterior elements (including the roof, exterior walls, bearing walls, columns, porches, doors, windows, siding) shall be deemed a Private Element for the Cottage Units.

6. Article I, Section 39 of the Declaration shall be deleted in its entirety and replaced with the following Section 39:

Section 39. "Townhome Units" shall mean and refer to the individually numbered portion of any Building, designed and built for use and occupancy as a residence and intended for independent ownership, which is not owned in common with any other Owner. The boundaries of each Unit shall be the interior unfinished surfaces of the structural materials and Improvements (e.g. flooring, ceiling, and walls) enclosing such living space on the Development Property. Any Unit may be jointly or commonly owned by more than one Person.

7. Article I, Section 40 of the Declaration shall be deleted in its entirety and replaced with the following Section 40:

Section 40. "Units" shall mean collectively Townhome Units and Cottage Units, unless otherwise stated herein.

8. The Declaration shall be amended by adding Article 1, Section 41:

Section 41. "Townhome Unit Pad" shall mean and refer to the area of the Development Property upon which a Unit comprising a Building is shown on the Site Plan. Any Unit Pad(s) to be conveyed to Builder(s) for the construction of Units thereon shall not be conveyed separately from all other Unit Pads comprising any Building. Except as otherwise provided herein, Unit Pads, whether developed or to be developed as shown and further depicted (as future phase or otherwise) on Exhibit "B-1" and "B-2", as may be amended from time to time, shall constitute and/or be considered a "Unit" for the purposes of calculating the total number of Units comprising the Development Property, Membership and co-ownership of the Association and Townhome Association, voting, and Assessments.

9. The Declaration shall be amended by adding Article 1, Section 42:

Section 42. "Unit Pad" unless stated otherwise, Unit Pad shall collectively refer to as both Townhome Unit Pad and Cottage Unit Pad.

10. The Declaration shall be amended by adding Article 1, Section 43:

Section 43. "Cottage Units" shall mean and refer to the individually numbered improvements located on the Cottage Unit Pad, designed and built for use and occupancy as a residence and intended for independent ownership, which is not owned in common with any other Owner. Cottage Units may be shown and designated on the Site Plan and shall include the Private Elements and the residence and improvements now and hereafter located thereon. The Units are identified by an alphabetic letter or number (or combination thereof) on the Site Plan and may be held and conveyed by reference to such letter or number.

11. The Declaration shall be amended by adding Article 1, Section 44:

Section 44. "Cottage Unit Pad" shall mean and refer to the area of the Development Property upon which a Cottage Unit is shown on the Site Plan. Any Cottage Unit Pad(s) to be conveyed to Builder(s) for the construction of Cottage Units thereon shall not be conveyed separately from all other Cottage Unit Pads comprising any Cottage Unit. Except as otherwise provided herein, Cottage Unit Pads, whether developed or to be developed as shown and further depicted (as future phase or otherwise) on Exhibit "B-1" and "B-3", as may be amended from time to time, shall constitute and/or be considered a "Unit" for the purposes of calculating the total number of Units comprising the Development Property, Membership and co-ownership of the Association and

Townhome Association, voting, and Assessments.

12. Article IV, Section 1.27 of the Declaration shall be deleted in its entirety and replaced with the following Section 3(b):

(b) With respect to Units (except Cottage Units), each Owner, at his own expense, shall furnish and be responsible for all maintenance of, repairs to and replacements within his Unit, as well as to the Private Elements and Limited Common Elements appurtenant to his Unit.

Specifically, Cottage Unit Owners shall be responsible for any and all maintenance and repair to the interior and exterior of the Cottage Units, including but not limited to the following: (i) exterior landscaping located on Cottage Unit Pads, (ii) maintenance and repair of porches, decks, and patios located on the Cottage Unit Pads; (iii) painting and maintenance and repair of roofs, exterior walls, gutters, down-spouts, exterior trim, exterior caulking and other exterior repairs located on the Cottage Unit or Cottage Unit Pad; (iv) as well as exterior maintenance to the glass, windows, including storm windows, screens, doors and storm doors.

13. The Declaration shall be amended by adding Article V, Section 2(c):

(c) Cottage Units. Notwithstanding the foregoing, Cottage Unit Owners covenant and agree with to carry blanket all-risk casualty insurance on the Cottage Units, meeting the same requirements as set forth in Section 2(a) of this Article V for insurance on the Lots. In addition, each Cottage Unit Owner shall carry liability insurance covering the Cottage Unit Owner's Unit, for all damage or injury, including bodily injury, death, and property damage, arising from any condition or occurrence on the Cottage Unit Owner's Unit. The Board shall upon request make available for review by Cottage Unit Owners a copy of the Association's insurance policies to allow Cottage Unit Owners to assess their personal insurance needs.

14. Article X, Section 3 of the Declaration shall be deleted in its entirety and replaced with the following Section 3:

Section 3. Assessments for Townhome Units and Cottage Units.

(a) Townhome Units. In addition to the Base Assessments authorized in Section 2 above, the Townhome Association shall levy Assessments for Townhome Units to cover the cost of Townhome Property and Common Element maintenance, and any additional administrative costs incurred by the Townhome Association as a result of its maintenance and oversight activities on behalf of the Townhome Unit Owners. The Townhome Assessments shall be included in the budget prepared by the Townhome Association and delivered and subject to the same provisions pursuant to Section 2 above, with respect to the Association budget. All Unit Owners shall have full access to all amenities and Common Areas in Belle Arbor and shall pay regular Base Assessments to the Association in the same amount as other Owners in Belle Arbor and shall also pay the Townhome Assessments as discussed herein. The Assessment levied against the Townhome Units may differ from that levied against the Cottage Units.

(b) Cottage Units. In addition to the Base Assessments authorized in Section 2 above, the Townhome Association shall levy Assessments for Cottage Units to cover the cost of Cottage

Property and Common Element maintenance, and any additional administrative costs incurred by the Townhome Association as a result of its maintenance and oversight activities on behalf of the Cottage Unit Owners ("Cottage Assessments"). The Cottage Assessments shall be included in the budget prepared by the Townhome Association and delivered and subject to the same provisions pursuant to Section 2 above, with respect to the Association budget. All Unit Owners shall have full access to all amenities and Common Areas in Belle Arbor and shall pay regular Base Assessments to the Association in the same amount as other Owners in Belle Arbor and shall also pay the Cottage Assessments as discussed herein. The Cottage Assessment levied against the Cottage Units may differ from that levied against the Townhome Units.

15. All other items not heretofore corrected shall remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Declarant has executed this Amendment as of the day and year first above written.

DECLARANT:

Eatherly/Right Joint Venture, a Tennessee joint venture

By: _____
Name: TYLER RING, PRESIDENT
Its: JOINT VENTURER

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Before me, the undersigned, a Notary Public in and for State and County aforesaid, personally appeared TYLER RING, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be JOINT VENTURER of Eatherly/Ring Joint Venture, a Tennessee Joint Venture, the within named bargainor, and that he, as JOINT VENTURER of the limited liability company, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Company by himself as JOINT VENTURER.

WITNESS my hand and official seal at FRANKLIN, Tennessee, this 9TH day of NOVEMBER, 2019.

_____
NOTARY PUBLIC

My commission expires: 7.17.2022

HEATHER REIMER
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY
MY COMMISSION EXPIRES 7-17-2022

Heather Reimer
Notary Public
My Commission Expires: 7.17.2022

EXHIBIT "A"

LEGAL DESCRIPTION FOR SECTION 5B PROPERTY

Land in Davidson County, Tennessee, being all that real property shown on the Final Plat of Belle Arbor PUD, Phase 5B, of record in Instrument Number 20191004-0101945, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete and accurate description.

Being part of the same property conveyed to Eatherly/Ring Joint Ventures, a Tennessee joint venture, by Warranty Deed of record in Instrument Number 20161011-0107687, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"

Section 5B Townhome Property

Land in Davidson County, Tennessee, being Lot 139 as shown on the Final Plat of Belle Arbor PUD, Phase 5B, of record in Instrument Number 20191004-0101945, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete and accurate description.

Being part of the same property conveyed to Eatherly/Ring Joint Ventures, a Tennessee joint venture, by Warranty Deed of record in Instrument Number 20161011-0107687, Register's Office for Davidson County, Tennessee.

Section 5B Cottage Property

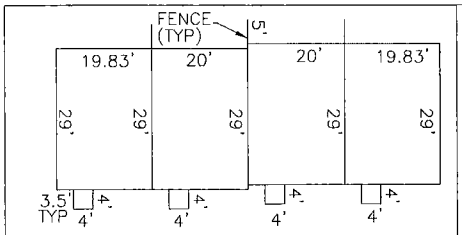
Land in Davidson County, Tennessee, being Lot 140 as shown on the Final Plat of Belle Arbor PUD, Phase 5B, of record in Instrument Number 20191004-0101945, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete and accurate description.

Being part of the same property conveyed to Eatherly/Ring Joint Ventures, a Tennessee joint venture, by Warranty Deed of record in Instrument Number 20161011-0107687, Register's Office for Davidson County, Tennessee.

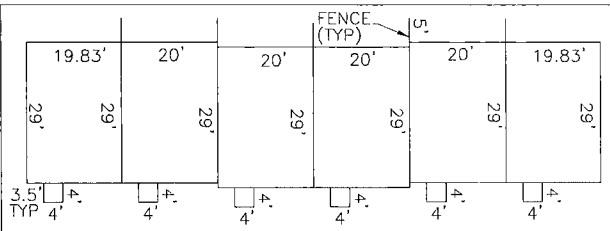
EXHIBIT "C"

SITE PLAN FOR TOWNHOME PROPERTY

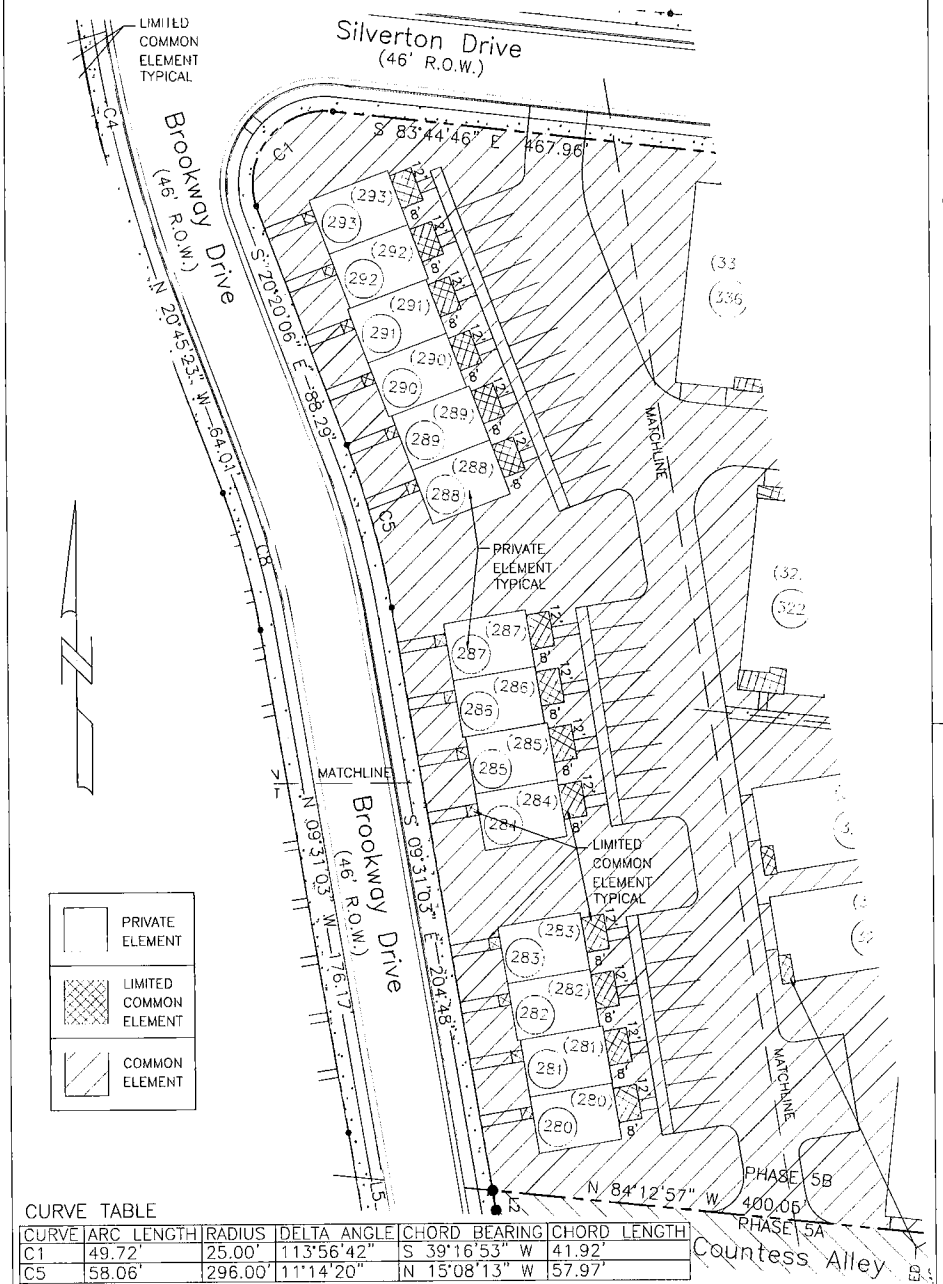
[SEE ATTACHED]



TYPICAL 4 UNIT BUILDING
1"=30'



TYPICAL 6 UNIT BUILDING
1"=30'



CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	49.72'	25.00'	113°56'42"	S 39°16'53" W	41.92'
C5	58.06'	296.00'	11°14'20"	N 15°08'13" W	57.97'



Dale & Associates
Consulting Civil Engineering/Land Planning & Zoning
Landscape Architecture/Surveying
516 Heather Place Nashville, Tn 37204 (615) 297-5166

OWNER: EATHERLY/RING JOINT VENTURES

DEED: INST# 20161011-0107687

PLAT: INST# 20191004-0101945

ADDRESS: 0 BROOKWAY DRIVE NASHVILLE, TN 37207

TAX MAP 50-02 A, PARCEL 140

EAST SIDE OF BROOKWAY DRIVE & NORTH OF COUNTESS ALLEY

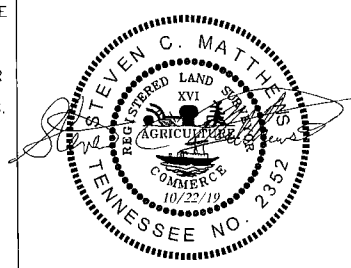
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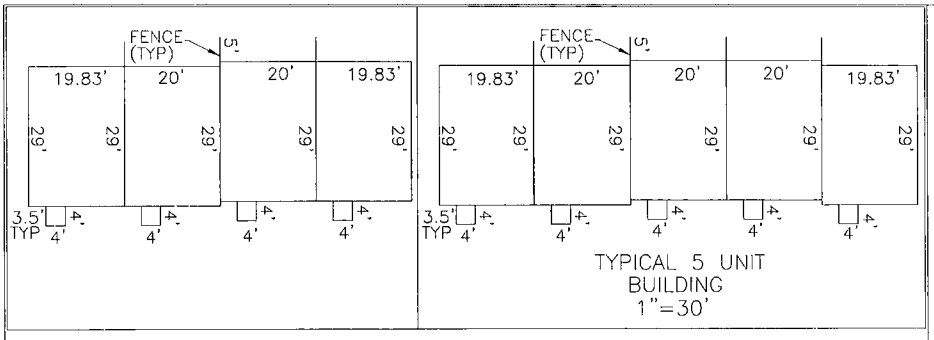
DA JOB NUMBER: 07094
PAGE 1 OF 5

THIS DRAWING SHOULD NOT BE REPRESENTED TO BE A LAND SURVEY. IT SHOULD NOT BE RELIED UPON FOR THE CONSTRUCTION OF FENCES OR ESTABLISHING THE EXACT LOCATION OF PROPERTY LINES.

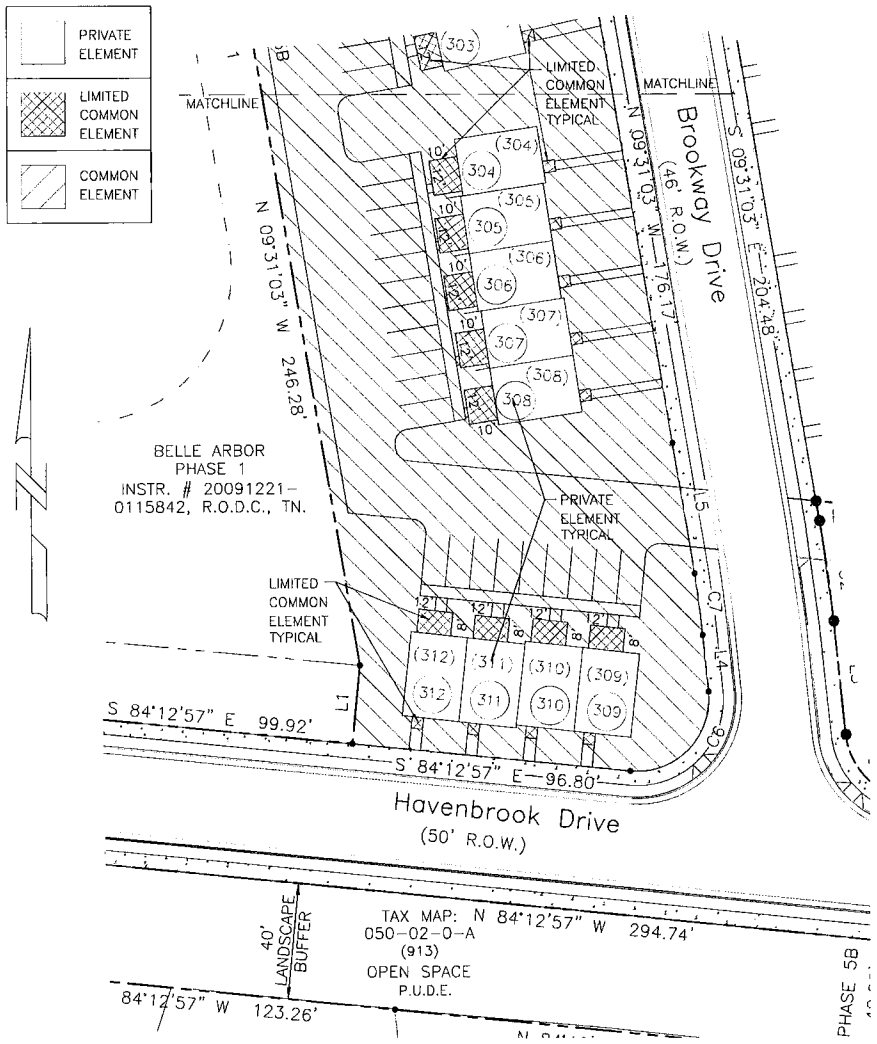
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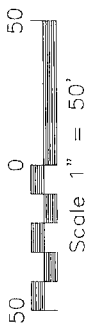
"EXHIBIT B-2"





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Landscape Architecture/Surveying
516 Heather Place Nashville, Tn 37204 (615) 297-5166





LINE TABLE

LINE	BEARING	DISTANCE
L1	S 05°47'03" W	27.21'
L4	S 05°51'22" E	19.45'
L5	S 09°22'38" E	45.84'

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C6	44.35'	25.00'	101°38'25"	S 44°57'51" W	38.76'
C7	21.36'	500.00'	2°26'52"	S 07°04'48" E	21.36'

OWNER: EATHERLY/RING JOINT VENTURES

DEED: INST# 20161011-0107687

PLAT: INST# 20191004-0101945

ADDRESS: 0 BROOKWAY DRIVE NASHVILLE, TN 37207

TAX MAP 50-02 A, PARCEL 139

WEST SIDE OF BROOKWAY DRIVE & NORTH SIDE OF HAVENBROOK DRIVE

DATE: 10-22-2019

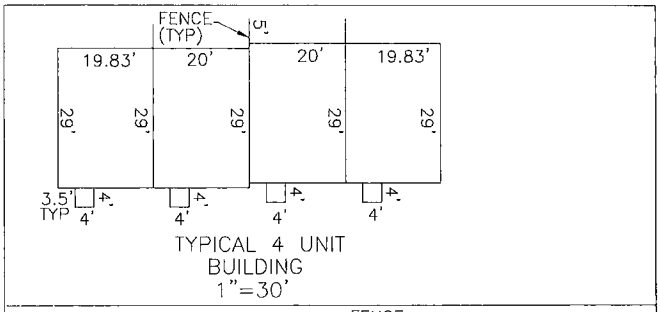
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PAGE 2 OF 5

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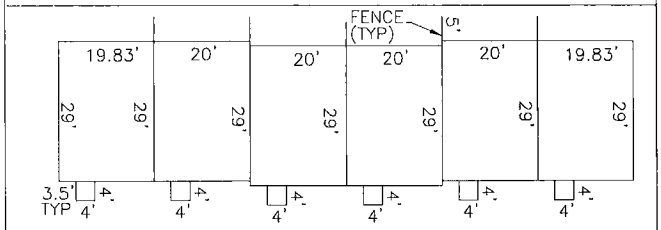
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"EXHIBIT B-2"

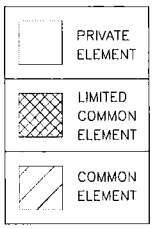


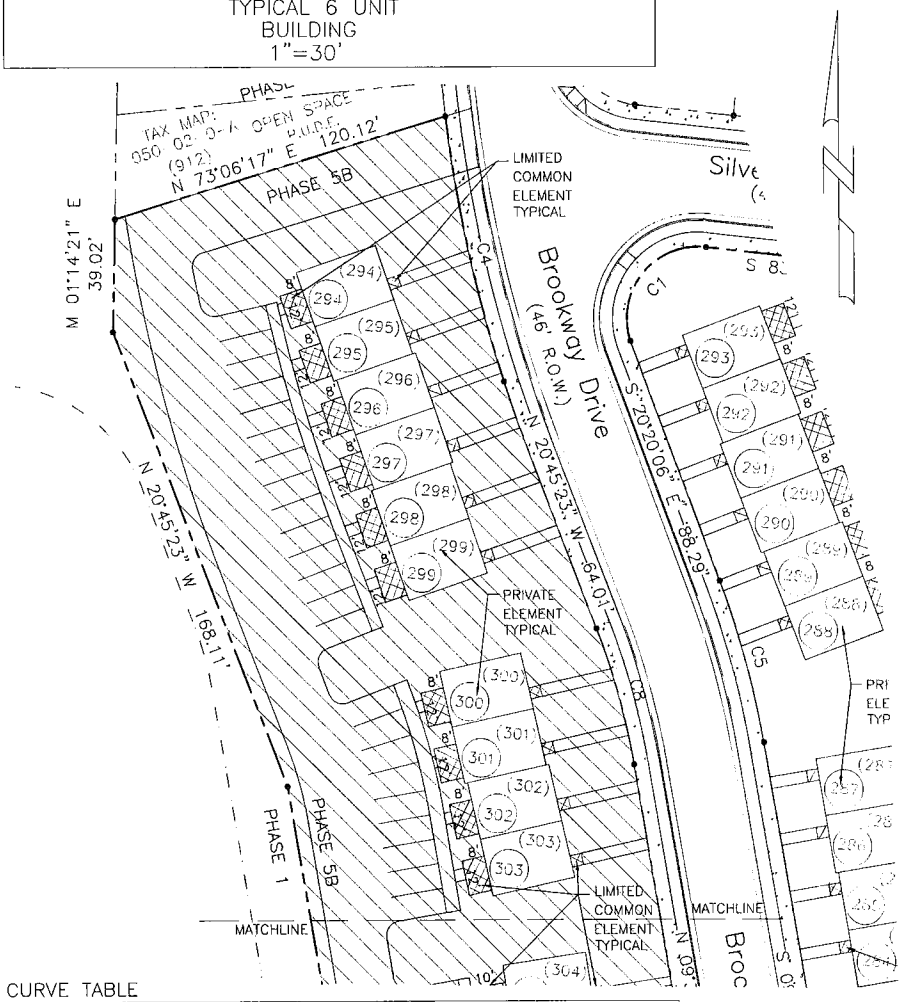


TYPICAL 4 UNIT BUILDING
1"=30'



TYPICAL 6 UNIT BUILDING
1"=30'







CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C4	93.82'	500.00'	10°45'04"	N 12°18'56" W	93.68'
C8	49.04'	250.00'	11°14'20"	S 15°08'13" E	48.96'

OWNER: EATHERLY/RING JOINT VENTURES

DEED: INST# 20161011-0107687

PLAT: INST# 20191004-0101945

ADDRESS: 0 BROOKWAY DRIVE NASHVILLE, TN 37207

TAX MAP 50-02 A, PARCEL 139

WEST SIDE OF BROOKWAY DRIVE

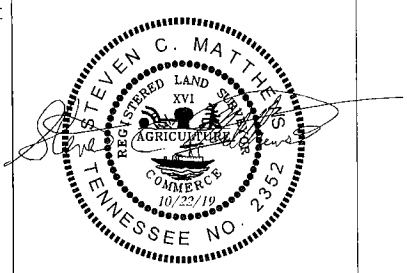
DATE: 10-22-2019

DA JOB NUMBER: 07094
PAGE 3 OF 5

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NO CORNERS WERE SET OR RESET AT THE TIME OF THIS INSPECTION.

"EXHIBIT B-2"

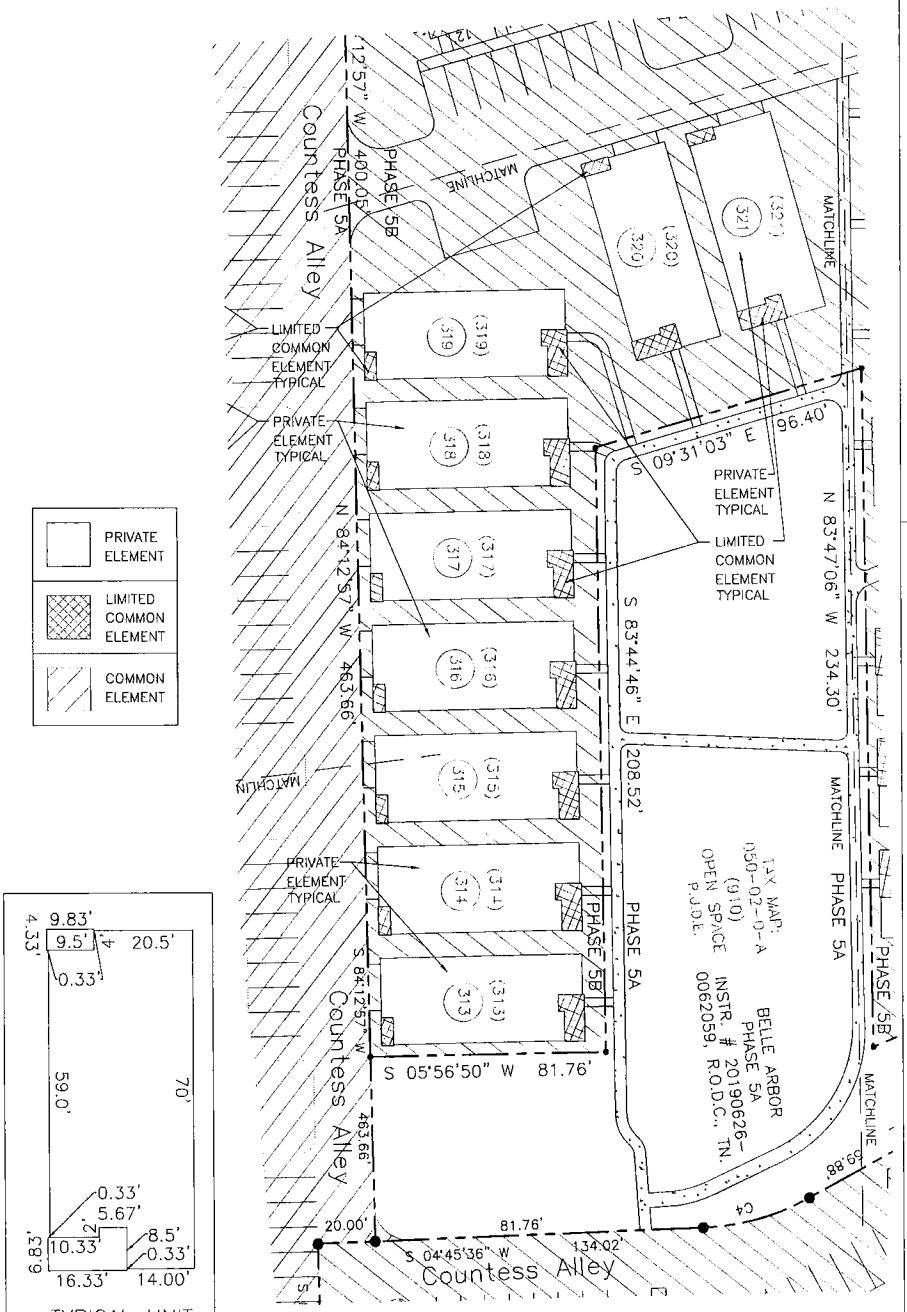


Dale & Associates
Consulting Civil Engineering/Land Planning & Zoning
Landscape Architecture/Surveying
516 Heather Place Nashville, Tn 37204 (615) 297-5166

EXHIBIT "D"

SITE PLAN FOR COTTAGE PROPERTY

[SEE ATTACHED]



OWNER: EATHERLY/RING JOINT VENTURES	
DEED: INST# 20161011-0107687	
PLAT: INST# 20191004-0101945	
ADDRESS: 0 BROOKWAY DRIVE NASHVILLE, TN 37207	
TAX MAP 50-02 A, PARCEL 140	
EAST OF BROOKWAY DRIVE & NORTH OF COUNTESS ALLEY	
DATE: 10-22-2019	
DA JOB NUMBER: 07094 PAGE 4 OF 5	

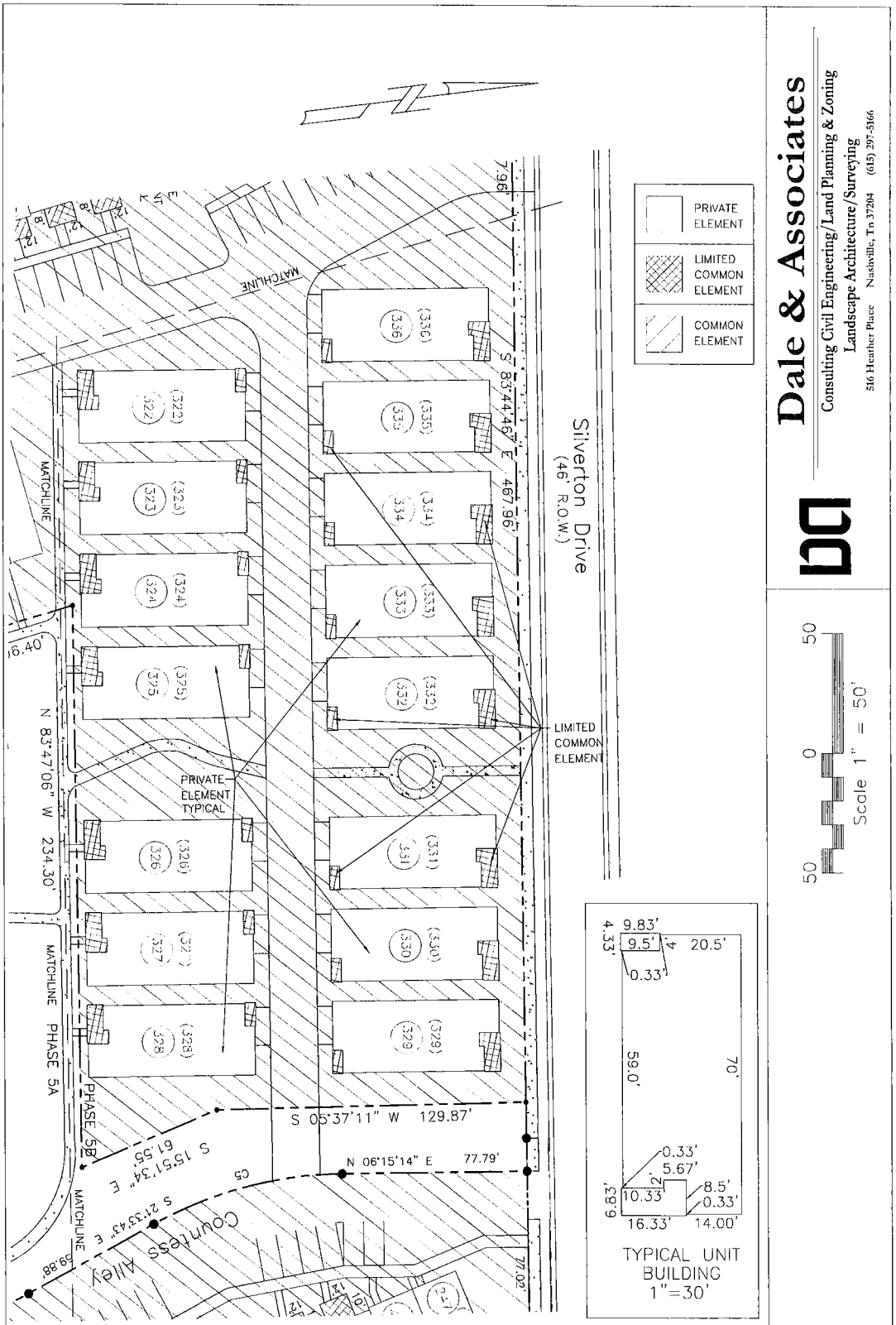
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NO CORNERS WERE SET OR RESET AT THE TIME OF THIS INSPECTION.

"EXHIBIT B-3"

STEVEN C. MATTHEWS
REGISTERED LAND SURVEYOR
TENNESSEE NO. 2352
AGRICULTURE & COMMERCE
10/22/19

Dale & Associates
Consulting Civil Engineering/Land Planning & Zoning
Landscape Architecture/Surveying
516 Heather Place Nashville, Tn 37204 (615) 297-5166



Dale & Associates

Consulting Civil Engineering/Land Planning & Zoning
Landscape Architecture/Surveying

516 Heather Place Nashville, Tn 37204 (615) 297-5166

OWNER: EATHERLY/RING JOINT VENTURES
DEED: INST# 20161011-0107687
PLAT: INST# 20191004-0101945
ADDRESS: 0 BROOKWAY DRIVE NASHVILLE, TN 37207
TAX MAP 50-02 A, PARCEL 140
SOUTH SIDE OF SILVERTON DRIVE & WEST OF COUNTESS ALLEY
DATE: 10-22-2019
DA JOB NUMBER: 07094 PAGE 5 OF 5

THIS DRAWING SHOULD NOT BE REPRESENTED TO BE A LAND SURVEY. IT SHOULD NOT BE RELIED UPON FOR THE CONSTRUCTION OF FENCES OR ESTABLISHING THE EXACT LOCATION OF PROPERTY LINES.

NO CORNERS WERE SET OR RESET AT THE TIME OF THIS INSPECTION.

"EXHIBIT B-3"

STEVEN C. MATTHEWS
REGISTERED LAND SURVEYOR
XVI
TENNESSEE NO. 2352
AGRICULTURE & COMMERCE
10/22/19

201911120116482

I, the undersigned, 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.

PATRICK H. POOLE

State of Tennessee

County of Davidson

Personally appeared before me, the undersigned, a Notary Public for this county and state, Patrick H. Poole, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

My Commission expires: 11/8/2022

Notary Puiblic

