

This instrument prepared by: Don O. Johnson, 317 W. Spring St., Cookeville, TN 38501

**Note to Register of Deeds:
Please make notation of the
recording of this instrument
in the margin of the
instrument recorded at
Deed Book 522, page 474.**

**YEAR 2000 AMENDMENTS TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR
DEER CREEK**

This YEAR 2000 AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR DEER CREEK ("Year 2000 Amendment") is executed this 20th day of January, 2000, by Deer Creek Home Owners' Association ("Association"), a Tennessee non-profit corporation, and Deer Creek Golf Community, L.L.C. ("L.L.C."), a Tennessee Limited Liability Company.

W I T N E S S E T H

WHEREAS, Deer Creek Development, Inc. ("Declarant") executed and recorded at Deed Book 372, page 1, at Register's Office for Cumberland County, Tennessee, a certain Declaration of Covenants, Conditions and Restrictions for Deer Creek (the "Restrictions"); and

WHEREAS, the Restrictions were amended by that first Amendment to Declarations of *mail* Covenants, Conditions and Restrictions (the "First Amendment") recorded at Deed Book 447, *Deer Creek* page 408, Register's Office for Cumberland County, Tennessee; and

WHEREAS, the Restrictions were further amended by that Second Amendment to Declaration of Covenants, Conditions, and Restrictions (the "Second Amendment") recorded at Deed Book 518, page 766, Register's Office for Cumberland County, Tennessee; and

WHEREAS, the Restrictions were further amended by that Amended and Restated Declaration of Covenants, Conditions and Restrictions for Deer Creek (the "Amended and Restated Restrictions") recorded at Deed Book 522, page 474, Register's Office for Cumberland County, Tennessee; and

WHEREAS, the Association has been authorized and directed, by the affirmative vote of the Members of the Association representing sixty seven (67%) percent of the total votes of

BK 1048 PG 920

the Association, and by the vote of the major owner, who continues to own more than ten (10) residential units, to execute and record this Year 2000 Amendment;

NOW, THEREFORE, for and in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency is acknowledged, the Amended and Restated Restrictions are amended as follows:

1. Section 12 of Article I, Definitions, regarding the definition of "Neighborhood" is deleted in its entirety and the following new Section 12 of Article I is inserted in its place:

Section 12. "Neighborhood". Neighborhood shall mean and refer to each separately developed Residential Unit, including without limitation, condominium units, town homes, patio or zero lot line homes, and single family houses on separately platted lots.

2. Section 22 of Article XII, Use Restrictions, regarding "Lakes and Water Bodies" is deleted in its entirety and the following new Section 22 of Article XII is inserted in its place:

Section 22. Lakes and Water Bodies. All lakes, ponds and streams within the properties shall be used for irrigation of Golf Course Property and aesthetic amenities, and no other use thereof, including, without limitation, swimming, boating, playing or use of personal floatation devices, shall be permitted; provided, however, that fishing and the use of small boats (not exceeding 15' in length or 5' in width, without motors, or with electric motors only, that do not exceed 75 pounds of thrust) in connection therewith may be allowed pursuant to rules and regulations established by the Board of Directors. No boat dock, landing, float or other structure extending into any lake or pond within the properties shall be constructed without the prior approval of the Architectural Control Committee ("ACC"). The Association should not be responsible for any loss, damage or injury to any personal property arising out of the authorized or unauthorized use of lakes, ponds, or streams within the properties.

3. Section 28. of Article XII, Dwelling Quality and Size is deleted in its entirety, and the following new section 28 of Article XII is inserted in its place:

Section 28. Dwelling Quality and Size. All dwellings constituting a Residential Unit (except for condominiums or town homes) within the following platted sections of the Properties shall have an attached two car garage or larger and the following minimum heated living area:

- (i) Section A - three (3) bedroom homes - 2,000 sq. ft.; two (2) bedroom homes - 1,800 sq. ft.; and one (1) bedroom homes - 1,500 sq. ft. (Section A is of record in Plat Cabinet 9, page

BK 1048 PG 921

237 and also on Slide 97-B, and Section A Lots 32-36 are of record in Plat Cabinet A, Slide 320 and also on Slide 139-B);

- (ii) Section B - three (3) bedroom homes - 1,600 sq. ft.; two (2) bedroom homes - 1,500 sq. ft.; one (1) bedroom homes - 1,400 sq. ft. (Section B is of record in Plat Cabinet 9, page 311 and also on Slide 135-A); and
- (iii) Section C - three (3) bedroom homes - 2,000 sq. ft.; two (2) bedroom homes - 1,800 sq. ft. and one (1) bedroom homes - 1,500 sq. ft. (Section C is of record in Plat Cabinet 9, page 351 and also on Slide 153-B and Section C Lots 29 and 29A is of record in Plat Cabinet 10, page 148).

The minimum heated living area for all dwellings constituting a Residential Unit within sections of the Properties not yet platted shall be determined by the Major Owner at the time the Plat(s) are approved and recorded.

4. Section 4. of Article XIII Easements, regarding "Easements for Utilities, Etc." is deleted in its entirety, and the following new Section 4 of Article XIII is inserted in its place:

Section 4. Easements for Utilities, Etc. There is hereby reserved to the Board of Directors the power to grant, and the power to reserve unto itself, blanket easements upon, across, over and under all of the Properties for ingress, egress, installation, replacing, repairing, and maintaining master television antenna systems, security, and similar systems, walkways, and all utilities, including, but not limited to, water, sewers, telephones, gas and electricity. The Board of Directors shall, upon written request, grant such easements as may be reasonably necessary for the development of any of the Properties or that may be annexed in accordance with Article VIII of this Amended and Restated Declaration.

There is hereby reserved an easement of access across the Properties for the purpose of slope, fire buffer, fire break maintenance and for the installation, maintenance and repair of all components necessary to make up a sewage disposal system, including without limitations, sewer lines, holding tanks and treatment facilities. Such easement shall be used in a reasonable manner and at reasonable times in order to minimize the effect upon the use and enjoyment of privately owned property.

Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines or other utilities may be installed or relocated on said Properties, except as may be approved by the Board of Directors. Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate

recordable document, the Board of Directors shall have the right to grant such easement on said Properties without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Properties. The Board of Directors shall have the power to dedicate all or part of the Common Area to Cumberland County, or other local, state or federal government entity.

5. Section 1. of Article IV Associations Responsibilities is supplemented and added to at the end of the first paragraph of Section 1 as follows:

Notwithstanding, anything contained herein to the contrary, the Association's responsibility shall not include the cost or expense of the installation of the main sewer line or lines running to and/or from the sewage treatment facility, or of the sewer lines and/or related septic systems running to any residential unit connected to the sewer system. Each individual lot owner shall be responsible for the cost or expense of the installation of sewer lines on their own lots that connect the residential unit, or other improvements, to the sewer system.

6. Section B of Article II of the Second Amended and Restated By-Laws of Deer Creek Homeowners' Association which is attached as Exhibit C to the Amended and Restated Restriction, and which is incorporated therein by Section 4. Of Article I, is modified as follows:

The annual meeting of members beginning with the annual meeting in January, 2000, shall be held within 30 days after January 1st of each successive year at a date and time as set by the Board of Directors.


All other Sections of the "Amended and Restated Declaration of Covenants, Conditions and Restrictions for Deer Creek" recorded at Deed book 522, page 474, Register's Office for Cumberland County, Tennessee, shall, except as specifically stated herein, remain unaltered and unamended, and shall continue to be of full force and effect.

Executed the day first written above.

DEER CREEK HOMEOWNERS'
ASSOCIATION

By: 
Fred Brown, President

DEER CREEK GOLF
COMMUNITY, L.L.C.

By: 
Fred Brown, Chief Manager

BK 1048 PG 923

STATE OF TENNESSEE
COUNTY OF Putnam

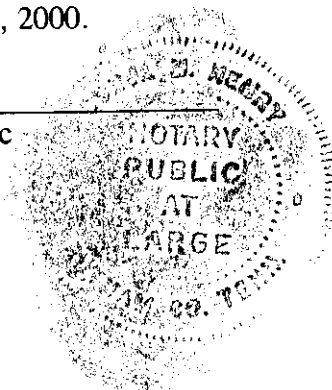
Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared **Fred Brown**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be President of **Deer Creek Homeowners' Association**, the within named bargainor, a corporation, and that he as President being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

Witness my hand and official seal this 20th day of January, 2000.

Angie M. H.
Notary Public

My Commission Expires:

Jan. 22, 2002



STATE OF TENNESSEE)
COUNTY OF Putnam)

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared **Fred Brown**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be Chief Manager of **Deer Creek Golf Community, L.L.C.**, the within named bargainor, a limited liability company, and that he as Chief Manager being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as Chief Manager.

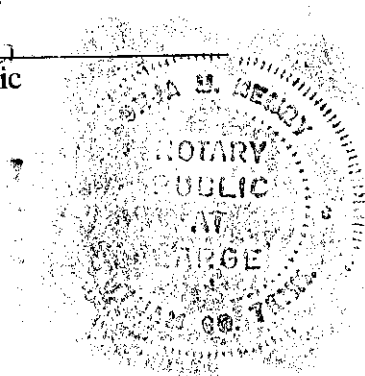
Witness my hand and official seal this 20th day of January, 2000.

Angie M. H.
Notary Public

My Commission Expires:

Jan. 22, 2002

State of Tennessee, County of CUMBERLAND
Received for record the 21 day of
JANUARY 2000 at 2:01 PM. (RECH 228333)
Recorded in official records GENERAL IN
Book 1048 pages 920- 924
Notebook 12 Page 69
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 22.00, Total \$ 22.00,
Register of Deeds JUDY GRAHAM SWALLOWS
Deputy Register REGINA HODGE



BK 1048 PG 924

This instrument prepared by: Don O. Johnson, 317 W. Spring St., Cookeville, TN 38501

Note to Register of Deeds:
Please make notation of the recording of this instrument in the margin of the instrument recorded at Deed Book 522, page 474.

**YEAR 2003 AMENDMENTS TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR
DEER CREEK**

This YEAR 2003 AMENDMENTS TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR DEER CREEK ("Year 2003 Amendments") is executed this 19~~th~~ day of Feb., 2003, by Deer Creek Home Owners' Association ("Association"), a Tennessee non-profit corporation, and Deer Creek Golf Community, L.L.C. ("L.L.C."), a Tennessee Limited Liability Company.

W I T N E S S E T H

WHEREAS, Deer Creek Development, Inc. ("Declarant") executed and recorded at Deed Book 372, page 1, at Register's Office for Cumberland County, Tennessee, a certain Declaration of Covenants, Conditions and Restrictions for Deer Creek (the "Restrictions"); and

WHEREAS, the Restrictions were amended by that first Amendment to Declarations of Covenants, Conditions and Restrictions (the "First Amendment") recorded at Deed Book 447, page 408, Register's Office for Cumberland County, Tennessee; and

WHEREAS, the Restrictions were further amended by that Second Amendment to Declaration of Covenants, Conditions, and Restrictions (the "Second Amendment") recorded at Deed Book 518, page 766, Register's Office for Cumberland County, Tennessee; and

WHEREAS, the Restrictions were further amended by that Amended and Restated Declaration of Covenants, Conditions and Restrictions for Deer Creek (the "Amended and Restated Restrictions") recorded at Deed Book 522, page 474, Register's Office for Cumberland County, Tennessee; and

WHEREAS, the Restrictions were further amended by the Year 2000 Amendments to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Deer Creek (the "Year 2000 Amendments") recorded at General Index Book 1048, page 920, Register's Office for Cumberland County, Tennessee; and

BK 1143 PG 2014

WHEREAS, the Association has been authorized and directed, by the affirmative vote of the Members of the Association representing sixty-seven (67%) percent of the total votes of the Association, and by the vote of the major owner, who continues to own more than ten (10) residential units, to execute and record this Year 2003 Amendments;

NOW, THEREFORE, for and in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency is acknowledged, the Amended and Restated Restrictions are amended as follows:

1. Section 22 of Article XII, Use Restrictions, regarding "Lakes and Water Bodies" is deleted in its entirety and the following new Section 22 of Article XII is inserted in its place:

Section 22. Lakes and Water Bodies. All lakes, ponds and streams within the properties shall be used for irrigation of Golf Course Property and aesthetic amenities, and no other use thereof, including, without limitation, swimming, boating, playing or use of personal floatation devices, shall be permitted; provided, however, that fishing and the use of small boats (not exceeding 13' in length or 6' in width, without motors, or with electric motors only, that do not exceed 75 pounds of thrust) in connection therewith may be allowed pursuant to rules and regulations established by the Board of Directors. No boat dock, landing, float or other structure extending into any lake or pond within the properties shall be constructed without the prior approval of the Architectural Control Committee ("ACC"). The Association should not be responsible for any loss, damage or injury to any personal property arising out of the authorized or unauthorized use of lakes, ponds, or streams within the properties.

2. Section 10 of Article X, Assessments regarding "exempt property" is deleted in its entirety, and the following new Section 10 of Article X is inserted in its place:

Section 10. Exempt Property. Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of Base Assessments, Neighborhood Assessments and Special Assessments:

- (a) all Common Area;
- (b) all property which is dedicated to and accepted by a local public authority, which is granted to or used by a utility company;
- (c) the Golf Course Property; and
- (d) any residential unit(s), not improved by a residential dwelling, if the owner is being assessed on at least one other residential unit.

BK 1143 PG 2015

All other Sections of the "Amended and Restated Declaration of Covenants, Conditions and Restrictions for Deer Creek" recorded at Deed book 522, page 474, Register's Office for Cumberland County, Tennessee, shall, except as specifically stated herein, remain unaltered and unamended, and shall continue to be of full force and effect.

Executed the day first above written.

DEER CREEK HOMEOWNERS' ASSOCIATION

By: Paul Kramer
Title: President

DEER CREEK GOLF COMMUNITY, L.L.C.

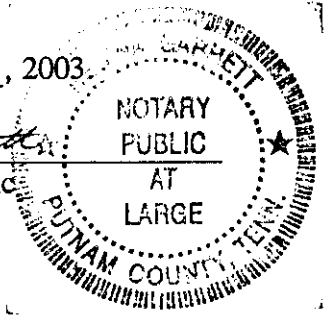
By: **Gina Brown West Irrevocable Trust,**
Sole Member
By: Don O. Johnson
Don O. Johnson, Trustee

STATE OF TENNESSEE
COUNTY OF Putnam

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared Paul Kramer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself/herself to be President of **Deer Creek Homeowners' Association**, the within named bargainer, a corporation, and that he/she as President being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as President.

Witness my hand and official seal this 19th day of February, 2003.

Rizina Garrett
Notary Public



My Commission Expires:
2-24-04

BK 1143 PG 2016

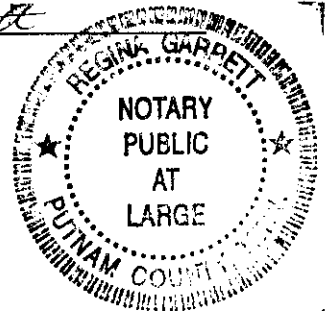
STATE OF TENNESSEE)
COUNTY OF Putnam)

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared Don O. Johnson, Trustee, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be Trustee of the Gina Brown West Irrevocable Trust, the sole member of **Deer Creek Golf Community, L.L.C.**, the within named bargainor, a limited liability company, and that he as Trustee for the sole member being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as Trustee for the Gina Brown West Irrevocable Trust.

Witness my hand and official seal this 19th day of February, 2003.

Regina Garrett
Notary Public

My Commission Expires:
2-24-04



State of Tennessee, County of CUMBERLAND
Received for record the 22 day of
JULY 2003 at 12:57 PM. (REC# 298427)
Recorded in official records GENERAL IN
Book 1143 pages 2014-2017
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 24.00, Total \$ 24.00,
Register of Deeds JUDY GRAMM SWALLOWS
Deputy Register ADRIA C. WHITTENBURG

BK 1143 PG 2017

This instrument prepared by: Don O. Johnson, 317 W. Spring St., Cookeville, TN 38501

**YEAR 2003 AMENDMENT TO THE
SUPPLEMENTAL COVENANTS APPLICABLE TO
DEER CREEK, SECTION D, PHASE 1**

This YEAR 2003 AMENDMENT TO THE SUPPLEMENTAL COVENANTS APPLICABLE TO DEER CREEK, SECTION D, PHASE I ("Year 2003 Amendment") is executed this 19th day of Feb., 2003, by Deer Creek Home Owners' Association ("Association"), a Tennessee non-profit corporation, and Deer Creek Golf Community, L.L.C. ("L.L.C."), a Tennessee Limited Liability Company.

WITNESSETH

WHEREAS, certain Supplemental Restrictive Covenants Applicable to Deer Creek Section D, Phase I were executed and recorded at Deed Book 1087, page 1498, Register's Office for Cumberland County, Tennessee, (the "Supplemental Restrictive Covenants"); and

WHEREAS, the Association has been authorized and directed, by the affirmative vote of the Members of the Association representing sixty-seven (67%) percent of the total votes of the Association, and by the vote of the major owner, who continues to own more than ten (10) residential units, to execute and record this Year 2003 Amendment to the Supplemental Restrictive Covenants;

Deer Creek Golf Comm.
13 Deer Cr. Dr.
Csu, TN 38571

NOW, THEREFORE, for and in consideration of the foregoing premises and other (10+2) good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Supplemental Restrictive Covenants Applicable to Deer Creek, Section D, Phase I are amended as follows:

1. Paragraph 4 of the Supplemental Restrictive Covenants regarding the installation of propane tanks is deleted in its entirety and the following new Paragraph 4 is inserted in its place:

4. Above ground tanks, including without limitation, propane tanks, or other similar items, shall be located or screened so as to be concealed from view of neighboring residential units, streets and property located adjacent to the residential unit. The location of any such tanks or similar items and the method of screening such tanks or items shall be approved by the architectural control committee prior to installation.

2. To the extent these Section D, Phase I Supplemental Restrictions and the 2003 Amendments hereby adopted may conflict with the primary restrictions and/or the Year 2000 Amendments, these Section D, Phase I Supplemental Restrictions and the Year 2003

BK 1143 PG 2011

Amendments shall control as to the property within the boundaries shown on the Section D, Phase I plat.

Executed the day first above written.

DEER CREEK HOMEOWNERS' ASSOCIATION

DEER CREEK GOLF COMMUNITY, L.L.C.

By: *Paul Kramer*
Title: *President*

By: **Gina Brown West Irrevocable Trust**
Sole Member
By: *Don O. Johnson*
Don O. Johnson, Trustee

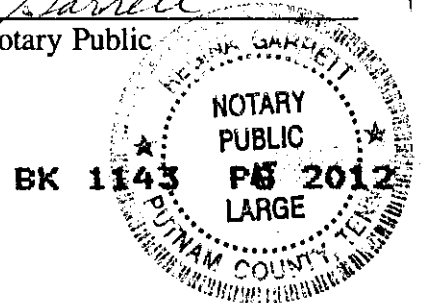
STATE OF TENNESSEE
COUNTY OF *Putnam*

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared *Paul Kramer*, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself/herself to be *President* of **Deer Creek Homeowners' Association**, the within named bargainer, a corporation, and that he/she as *President* being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as *President*.

Witness my hand and official seal this *19th* day of *February*, 2003.

Regina Garrett
Notary Public

My Commission Expires:
2-24-04



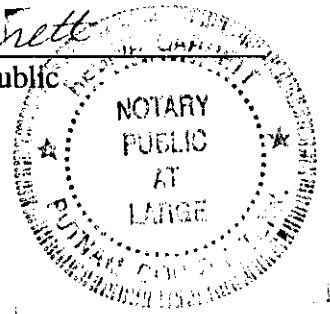
STATE OF TENNESSEE)
COUNTY OF Putnam)

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared Don O. Johnson, Trustee, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be Trustee of the Gina Brown West Irrevocable Trust, the sole member of **Deer Creek Golf Community, L.L.C.**, the within named bargainor, a limited liability company, and that he as Trustee for the sole member being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as Trustee for the Gina Brown West Irrevocable Trust.

Witness my hand and official seal this 19th day of February, 2003.

Regina Garrett
Notary Public

My Commission Expires:
2-24-04



State of Tennessee, County of CUMBERLAND
Received for record the 22 day of
JULY 2003 at 12:56 PM. (RECN 298426)
Recorded in official records GENERAL IN
Book 1143 pages 2011-2013
State Tax \$.00 Clerks Fee \$.00.
Recording \$ 18.50, Total \$ 18.50.
Register of Deeds JUDY GRAMM SWALLOWS
Deputy Register ADRIA C. WHITTENBURG

BK 1143 PG 2013

**SUPPLEMENTAL RESTRICTIVE COVENANTS
APPLICABLE TO
DEER CREEK,
SECTION D, PHASE I**

WHEREAS, the Deer Creek Homeowners' Association ("Association") and Deer Creek Golf Community, L.L.C. ("Major Owner/Developer") desire to establish for the mutual benefit, interest and advantage of each and every person or other entity hereafter acquiring any portion of the properties, certain rights, easements, privileges, obligations, restrictions, covenants, liens, assessments, and regulations governing the use and occupancy of the properties and the maintenance, protection and administration of the common use facilities thereof, all of which are declared to be in furtherance of a plan to promote and protect the operative aspects of residency or occupancy in the Properties, and on all portions thereof, and are intended to be covenants running with the land which shall be binding on all parties having or acquiring in the future any right, title or interest in and to all or any portion of the Properties, and which shall inure to the benefit of each present and future owner thereof.

NOW, THEREFORE, for and in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the property known as Deer Creek, Section D, Phase I, a subdivision, a plat of which is recorded in the Register's Office of Cumberland County, Tennessee in Plat Book 10, page 468-469 (the "Section D, Phase I Plat"), is subject to the Amended and Restated Declaration of Covenants, Conditions and Restrictions For Deer Creek recorded in Warranty Deed Book D522, Page 474 (the "Primary Restrictions") and is subject to the Year 2000 Amendments to the Amended and Restated Declaration of Covenants and Restrictions for Deer Creek recorded in Book 1048, page 920-924 (the "Year 2000 Amendments") in the Register's Office of Cumberland County, Tennessee, and is hereby further restricted and amended (hereinafter called "Section D, Phase I Supplemental Restrictions") as follows:

1. No building shall be constructed or maintained on any lot which extends over the set-back lines, as shown on the plat recorded in Plat Book 10, page 468-469, Register's Office, Cumberland County, Tennessee (the "Section D, Phase I Plat"). The Major Owner/Developer shall have the right to amend or alter, with the approval of the appropriate planning commission, the minimum set-back lines for each lot.
2. Any single story residence erected on any lot and/or tract, as shown on the Section D, Phase I Plat, shall have a minimum living area of 1,400 square feet; any two story residences erected on any lot and/or tract shall contain no less than 1,700 square feet of living area. In addition, each residence shall have an attached two-car garage or larger. Garages, carports, porches, basements, and similar spaces shall be in addition to, and not included in, the above-stated minimum square feet requirements.
3. Any residences and/or buildings shall be constructed in compliance with the Southern Building Code. There shall be no exposed cinder or concrete block. At least fifty (50%) percent of all outbuildings on Lots 31 through 62 (the Fairway Homesites), exclusive of doors and windows, shall be of brick, stone or stucco; the exterior of the foundation of residences on all the remaining lots within Section D, Phase I shall be brick.
4. Any propane tanks must be installed underground. Developer retains the right to grant a variance to this requirement.

*Deer Creek
Golf Community
13 Deer Creek Dr
Cookeville, TN
38571*

5. Violation or threatened violation of any of the aforesaid restrictions shall subject the violator-lot owner to specific performance and/or mandatory injunctive relief in law or in equity. The lot owner and/or the Major Owner/Developer, may enforce the covenants contained herein by bringing an action or actions at law or equity against any person, persons, or entity violating or attempting to violate any such covenant or restriction, either through a restraining violation or to recover damages therefor, or both. The alleged violating lot owner shall respond in damages for the loss of time and trouble encountered, and all attorney's fees reasonably incurred in enforcing these restrictions. They shall be deemed covenants running with the land. It is further agreed by any purchaser of lots so restricted by his acceptance of a deed thus restricted, that these restrictions are a substantial portion of the consideration exchanged in said conveyance, without which the conveyance would not have been made.
6. The restrictions stated herein are subject to and include the same provisions as stated in Article XIV, Section 2 in The Amended and Restated Declaration of Covenants, Conditions And Restrictions For Deer Creek recorded in Warranty Deed Book D522, Page 474, Register's Office of Cumberland County, Tennessee.
7. To the extent these Section D, Phase I Supplemental Restrictions may conflict with the Primary Restrictions and/or the Year 2000 Amendments, these Section D, Phase I, Supplemental Restrictions shall control as to property within the boundaries shown on the Section D, Phase I Plat, including without limitation, the minimum square footage requirements, and the exterior covering requirements for residences.

In the event any one or more of the foregoing restrictive covenants are declared to be null and void, or unconstitutional by any court of competent jurisdiction, in the suit involving said property, or said restrictive covenants, all other restrictive covenants shall be and remain in full force and effect.

WITNESS ITS HAND on this the 15th day of October, 2001.

DEER CREEK HOMEOWNERS' ASSOCIATION

By: Fred Brown
Fred Brown, President

DEER CREEK GOLF COMMUNITY, L.L.C.

By: Fred Brown
Fred Brown, Chief Manager

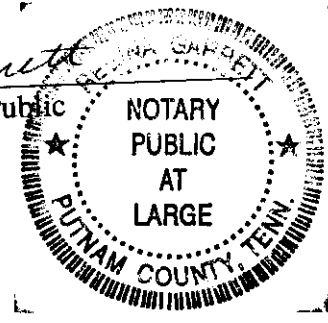
EK 1087 PG 1499

STATE OF TENNESSEE
COUNTY OF PUTNAM

PERSONALLY APPEARED before me, the undersigned authority, a Notary Public in and for said County and State, **Fred Brown**, with whom I am personally acquainted, and who upon oath, acknowledged himself to be President of DEER CREEK HOMEOWNERS' ASSOCIATION, the within named bargainer, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of DEER CREEK HOMEOWNERS' ASSOCIATION by himself as President.

WITNESS MY HAND and official seal at office in Cookeville, Tennessee, this 15th day of October, 2001.

Reyna Garrett
Notary Public



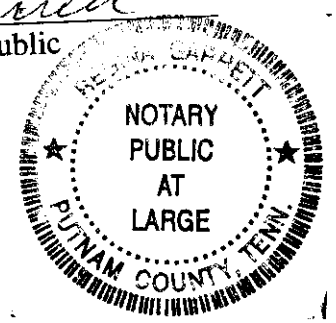
My Commission Expires: 2-24-04

STATE OF TENNESSEE
COUNTY OF PUTNAM

PERSONALLY APPEARED before me, the undersigned authority, a Notary Public in and for said County and State, **Fred Brown**, with whom I am personally acquainted, and who upon oath, acknowledged himself to be Chief Manager of DEER CREEK GOLF COMMUNITY, L.L.C., the within named bargainer, a limited liability company, and that he as such Chief Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Chief Manager.

WITNESS MY HAND and official seal at office in Cookeville, Tennessee, this 15th day of October, 2001.

Reyna Garrett
Notary Public



My Commission Expires: 2-24-04

State of Tennessee, County of CUMBERLAND
Received for record the 15 day of
OCTOBER 2001 at 11:13 AM. (RECH# 261078)
Recorded in official records GENERAL IN
Book 1087 pages 1498-1500
Notebook 13 Page 276
State Tax \$.00 Clerks Fee \$.00
Recording \$ 20.00, Total \$ 20.00
Register of Deeds JUDY GRAHAM SWALLOWS
Deputy Register PHYLLIS K. HALE

BK 1087 PG 1500