

**This Instrument Prepared By:
Cope, Hudson, Reed
& McCreary, PLLC
16 Public Square North
Murfreesboro, TN 37130**

**AMENDMENT AND RESTATEMENT TO DECLARATION OF RESTRICTIVE
COVENANTS FOR CREEKSIDE ESTATES**

This Amendment and Restatement of Declaration of Restrictive Covenants For Creekside Estates (“Declaration”) is made and entered into this ___ day of March, 2012 by Community First Bank and Trust (“Declarant”).

WITNESSETH

WHEREAS, by instrument dated the 31st day of September, 2008, James U. Rust IV purported to execute that certain Declaration of Restrictive Covenants for Creekside Estates H.O.A. of record in Record Book 1086, Page 3852, in the Register's Office for Rutherford County, Tennessee (the "Prior Declaration") as a member of “Creek Sides Estates”; and

WHEREAS, the Prior Declaration was not complete nor executed by the proper parties;

WHEREAS, Community First Bank and Trust (“Bank”) became the owner of certain lots in Creekside Estates and certain unplatted property contemplated to be annexed to Creekside Estates by Trustee’s Deed of record in Record Book 1092, page 3519 of the Registers Office of Rutherford County, Tennessee described more particularly in Exhibit “A” which is incorporated herein by reference (collectively, “The Property”); and

WHEREAS, Bank desires to restate the Declaration of Restrictive Covenants for Creekside Estates and to record this instrument to ensure the Property is subject to the terms of this Declaration and that the terms of this Declaration shall run with the land and be binding upon all parties having or acquiring any right, title, or interest in or to the Property, or any part thereof, and which shall inure to the benefit of each owner thereof;

WHEREAS, the Prior Declaration references a homeowners association for the Property which was never organized by James U. Rust IV and it appears to be in the best interest of future homeowners to not have a homeowner’s association in order to avoid homeowners incurring homeowner’s association dues;

WHEREAS, the Declarant does not provide for a homeowner’s association under this instrument;

NOW, THEREFORE, in consideration of the premises, Bank, together with any and all persons, firms, corporations, or other entities hereafter acquiring all of any of the Property described in Exhibit "A" hereby imposes the following restrictive covenants, conditions, assessments, and liens (collectively, the "Restrictions") upon the Property to run with the land and be binding upon all parties having or acquiring any right, title, or interest in or to the Property, or any part thereof, and which shall inure to the benefit of each owner thereof; as follows:

ARTICLE I

DEFINITIONS

The following words when used in this Declaration or any supplemental declaration hereto (unless the context shall prohibit) shall have the following meanings:

1. "Declaration" shall mean and refer to this Amendment and Restatement To Declaration of Restrictive Covenants For Creekside Estates and which is recorded in the Office of the Register of Deeds for Rutherford County, Tennessee.

2. "Declarant" shall mean and refer to Community First Bank & Trust having its principal place of business in Columbia Tennessee, and its successors and assigns.

3. "Development" shall mean and refer to the property described on Exhibit "A" attached hereto and made a part hereof.

4. "Improvements" shall mean any building, building addition, outbuilding, garage, detached structure, swimming pool, recreational facility, driveway, parking area, walkway, wall, fence, or utility service, or such other improvement or structure constructed or located upon all or any portion of the Development. It is intended that this definition of "Improvements" be broad in scope and is intended to encompass any man-made alteration of the condition of the Lot from and after the date of this Declaration.

5. "Lot" shall mean and refer to any plot of land within the Development on the Plat or any lot on any plats for additional sections annexed into the Development.

6. "Majority of Owners" shall mean and refer to the holders of more than fifty (50%) percent of the total Votes of the Members.

7. "Mortgagee" shall mean and refer to any holder of a first priority deed of trust encumbering one or more Lots.

8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee interest in any Lot within the Development, excluding

however those parties having such interest merely as a security interest for the performance of an obligation.

9. "Plat" shall mean and refer to the Final Plat of Creekside Estates Subdivision as recorded in the Register's Office for Rutherford County, Tennessee, in Plat Book 34, page 276 as the same may be amended or supplemented from time to time.

10. "Person" shall mean and refer to a natural person, as well as a corporation, partnership, firm, association, trust or other legal entity. The use of the masculine pronoun shall include the neuter and feminine, and the use of the singular shall include the plural where the context so requires.

11. "Unplatted Property" shall refer to the acreage described in Exhibit "A" which is not yet platted. It is planned for the Unplatted Property to be subsequently annexed into the Development by virtue of future plat(s) which shall subdivide the Unplatted Property into lots.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

1. Definition of Property Subject to this Declaration. The property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Rutherford County, Tennessee, and is more particularly described on Exhibit "A" and shown on the recorded Plat, and all subsequent phases and subsequently replatted lots. The Lots and Unplatted Property shown on the Plat are made subject to this Declaration. The Declarant, as the legal title holder in fee of the Development, hereby submits and subjects the Development to the provisions of this Declaration and By-Laws. The covenants and restrictions contained herein constitute covenants running with the land and are binding on all parties now owning or hereafter having or acquiring any right, title or interest in any Lots or any portion of the Development, and shall inure to the benefit of each Owner hereof. Every Person hereafter acquiring a Lot or any portion of the Development or Unplatted Property, by acceptance of a deed thereof, shall accept such interest subject to the terms and conditions of this Declaration, and by acceptance of the same shall be deemed to have consented to and be bound by the terms, conditions and covenants of this Declaration. This Declaration amends and replaces the Prior Declaration in its entirety as to the properties subject to this Declaration. To the extent the Prior Declaration has any legal effect, if any, it is the intent of the Declarant that this Declaration amend, supersede, and replace the Prior Declaration in its entirety as to the properties subject to this Declaration. It is the further intent of the Declarant that the properties subject to this Declaration not be subject to a homeowner's association at this time, and no homeowners association is provided for under the terms of this Declaration. This shall not restrict future homeowners from organizing a homeowner's association for those Owners who choose to be members of the same should future Owners determine to do so.

ARTICLE III

ARCHITECTURAL REVIEW COMMITTEE

1. Designation of Committee.

(a). The Declarant shall establish an Architectural Review Committee (the "Committee") which shall consist of three members who shall be natural persons. The members of the Committee are not required to reside in the Development. The members of the Committee shall be appointed and be subject to removal at any time by the Declarant so long as the Declarant owns any Lots or any of the Unplatted Property. Committee Members shall serve terms of one year from the date of the members appointment unless terminated earlier by Declarant.

(b). At such time as Declarant owns no further Lots or any of the Unplatted Property, or such earlier time as the Declarant shall determine in Declarant's sole discretion, the Declarant may transfer the right and obligation to name the members of the Committee to a successor declarant by written notice recorded in the Registers Office of Rutherford County, Tennessee which shall provide an address to contact the successor declarant or Committee. Upon transferring the right and obligation to name the members of the Committee to a successor Declarant by recorded written instrument, the successor declarant shall be entitled to name the Committee members for so long as the successor declarant owns any Lots or any of the Unplatted Property or for a period of five (5) years from the recording of the instrument naming the successor declarant, whichever is longer. Upon the successor declarant owning no further Lots or any of the Unplatted Property, the Committee shall terminate. In the event the Declarant does not name a successor declarant, the Declarant may terminate the Architectural Review Committee by written instrument recorded in the Registers Office of Rutherford County, Tennessee. Furthermore, if Declarant does not name a successor declarant or terminate the Committee, the Committee shall terminate automatically without further action being required on the date which is two (2) years from the date when the Declarant last owns any Lots of any of the Unplatted Property, whichever is later.

(c). Upon termination of the Committee, Owners shall no longer be required to obtain Committee approval for any matter requiring Committee approval under this Declaration, but all remaining restrictions hereunder shall continue to be in full force and effect.

2. Approval of Plans and Architectural Review Committee.

Until the Committee is terminated as provided hereinabove, no construction of outbuildings, barns, sheds, detached garages, swimming pools or playground structures shall be undertaken without obtaining the prior written approval of the Architectural Review Committee as to the intended location of same and as to its

plans and specifications showing the nature, shape, height, materials and such other specifics as may be required including its architectural style. The Architectural Review Committee shall be the sole arbiter of same and may withhold approval for any reason including purely aesthetic considerations. Upon approval being given, construction shall commence within ninety (90) days thereafter, and shall be processed to completion promptly and in strict compliance with the approved plans; otherwise the approval shall be void. Each Owner acknowledges that the decor, color scheme, landscaping, and design of the property has been selected in such a manner as to be consistent and harmonious with other lots and residences in the Subdivision and agrees to maintain and perpetuate the visual harmony of the properties. In the event the Architectural Review Committee does not act to approve, deny, or request additional information on any request within sixty (60) days of receipt of the submission, the submission shall be deemed approved.

ARTICLE IV

IMPROVEMENT, SETBACK AND USE RESTRICTIONS

1. Improvement Restrictions. All property within the Development shall be subject to the following restrictive covenants:
 - a. Minimum setback requirements on the Plat shall be observed.
 - b. The total floor area of the main residential structure upon any Lot, exclusive of open porches, patios, garages and breezeways: area as defined above shall not be less than one thousand two hundred (1,200) square feet.
 - c. All mailboxes within the subdivision must be of the specific design approved by the Declarant.
 - d. Incinerators for garbage, trash or other refuse shall not be used or permitted to be erected on any Lot. No garbage cans, woodpiles, refuse or storage piles on any lot shall be maintained or kept in the front yard except within seventy-two (72) hours of a scheduled trash pick-up. Owners must provide either a dumpster or trash receptacle to contain construction debris on each lot during construction.
 - e. No building materials may be stored on any Lot except for the purpose of construction on such Lot, and then only for such length of time as is reasonably necessary for the construction of the Improvements then in progress.
 - f. Satellite dishes and antennas may not exceed twenty-four inches in diameter can only be mounted to the rear of any house so that the satellite dish is not visible from the front of the house. Antennae cannot exceed thirty-nine

inches (39") in diameter or length and can only be mounted on the rear of the house.

- g. No Owner shall excavate or extract earth from any of the Lots for any business or commercial purpose.
- h. There shall be no outside clotheslines, clothes hanging devices, or the like upon any Lot.
- i. All homes must have at least a one (1) car garage. Garages may open either on the front, rear or sides of the house.
- j. No fences shall be allowed in front of the front elevation of any home. Fences may be of any standard fencing material, but any chainlink fences are required to have a black vinyl coating.
- k. If one or more contiguous Lots are owned by the same Owner, they may be combined upon the consent of the Declarant for the purpose of placing approved Improvements thereon, but individual Lots may not be resubdivided so as to create a smaller area than originally deeded to an Owner and as shown on the Plat without the consent of the Declarant.
- l. No trailer, basement house, tent, modular home, mobile home or other temporary structure shall be erected or used as either a temporary or permanent residence. Notwithstanding the above, a temporary sales trailer or model may be placed on a lot with the prior written consent of the Declarant.
- m. No roof pitch is to be less than 6/12.
- n. No brick or masonry is required on the exterior elevations of any house or other improvements on any Lot.
- o. No window mounted air-conditioners or HVAC units shall be permitted unless the same are on the side or rear of the home and flush with the elevation of the exterior wall of the home so that such unit does not protrude out from the exterior wall.
- p. No outbuilding, detached garage, barn, shed, swimming pool, or playground structure shall be allowed unless such Improvements are first approved in writing by the Architectural Review Committee as to location and design. The Committee reserves the right to require such structures match the home in color, design, and exterior building material. The Committee also reserves the right to require such Improvements to be screened by fencing or landscaping. No outbuilding, detached garage, barn, shed, swimming pool, or playground structure shall be allowed in front of the front elevation of a home. The restriction prohibiting outbuildings, detached

garages, barns, sheds, swimming pools, or playground structures in front of the front elevation of a home shall continue even after the Committee is terminated.

2. Maintenance

- a. All Lots, together with the exterior of all Improvements located thereon, shall be maintained in a neat and attractive condition by their respective Owners.
- b. Driveways must be broom finished concrete, aggregate, or stamped concrete.

3. Use Restrictions.

- a. No Owner shall use its Lot in such a manner as to create a nuisance. No Owner shall commit waste upon any Lot within the Development.
- b. No wrecked vehicle or vehicles in a non-functional condition or vehicles without proper registration shall be parked on any Lot. No house trailers, mobile homes, or portable buildings shall be permitted within the Development except for temporary sales trailers and models.
- c. No animals, livestock, poultry of any kind shall be raised, bred, pastured or maintained on any Lot except household pets which shall be kept in reasonable numbers as pets for the sole pleasure of the occupants, but not for any other purpose or use. No such household pets shall be permitted to the extent they become a nuisance to neighboring Lot Owners. No pets shall be permitted outside the boundaries of the Owner's Lot unless accompanied by their owners and on a leash.
- d. No Owner shall cause or allow any use of his Lot that results in noise which disturbs the peace and quiet of the Development. This restriction includes, without limitation, dogs whose loud and frequent barking, whining or howling disturbs other Lot Owners, exterior music systems or public address systems, and other noise sources which disturb other Owners' ability to peacefully possess and enjoy their Lots.
- e. No Owner shall permit or cause the escape of such quantities of dense smoke, soot, cinders, noxious acids, fumes, dust, or gases as to interfere with the use and enjoyment by other Owners of their Lots.
- f. No house or other structure on any Lot shall be used for any business purpose. Each Owner shall refrain from any act or use of his Lot which could reasonably cause embarrassment or discomfort or annoyance to the neighborhood. No noxious, offensive or illegal activity shall be carried out upon any Lot.

- g. Boats and/or trailers, recreational vehicles, campers, and rvs may not be parked in the front yard of any house and must be stored at a point which is behind the rear elevation of the house.
- h. Each Owner shall observe all governmental building codes, health restrictions, zoning restrictions and other regulations applicable to his Lot. In the event of any conflict between any provision of such governmental code, regulation or restriction and any provision of this Declaration, the more restrictive provision shall apply.
- i. The pursuit of hobbies or other inherently dangerous activities including without limitation the assembly and disassembly of motor vehicles or other mechanical devices, the shooting of firearms, fireworks, or other pyrotechnic devices of any type or size, and other such activities shall not be allowed upon any Lot.
- j. No owner shall use its lot for anything other than a single family residence. Single family is defined as lot owners, their spouses, children, grandchildren, parents, and grandparents.
- k. No equipment may be parked, stored, or kept on the front yard of any Lot unless it is actively being used for improvements to the front yard.

ARTICLE V

EASEMENTS

1. General. Declarant reserves an easement for ingress and egress generally across the Development at reasonable places thereon and across the various Lots for the purpose of completing the Declarant's intended development. Said ingress and egress easement shall in any event be reasonable and shall not interfere with the construction of Improvements on a Lot nor the use and enjoyment of a Lot by an Owner. Declarant reserves a twenty (20') foot easement along the front of each lot and sides of any corner lot for utilities.

2. Emergency. There is hereby reserved without further assent or permit, a general easement to all policemen and security guards employed by Declarant or Association, firemen, ambulance personnel, garbage collectors, mailmen, utility personnel, delivery service personnel and all similar persons to enter upon the Development or any portion thereof which is now or hereafter made subject to this Declaration in the performance of their respective duties.

3. Easements Over Common Areas. The Plat may designate certain areas for roads, utilities, and drainage. The easements so designated on the Plat encumber the Lots as shown on the Plat and are hereby established as perpetual and irrevocable easements. Said easements are granted and reserved for the use and benefit in common of all owners in the Development and their agents, servants, family members and invitees. No Owner shall have the right to restrict, impede or take any action in any way to prohibit or limit the use in common by all Owners of said easements.

4. Easements for Utilities. Easements for installation of utilities and drainage facilities are reserved as shown on the recorded Plat and as set forth herein or as required by later amendments. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels and easements.

7. Ingress and Egress. There is reserved to Declarant for the use and benefit of any adjoining property that has been added as a new section to Creekside Estates or is intended to be added as a new section, a right of ingress and egress over the streets, a right to attach to and use sewer and utility easements and such other easements as may be necessary to develop said property.

8. Covenants Running with Land. Each of the easements provided for in this Declaration shall be deemed to have been established upon the recordation of this Declaration, and shall thenceforth be deemed to be covenants running with the land for the use and benefit of the lots superior to all other encumbrances applied against or in favor of any portion of the properties which is the subject of this Declaration.

9. Subject to Prior Utility Easements. Notwithstanding anything herein expressed or implied to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Declarant for ingress or egress and for the installation and maintenance of utilities, sewers, television cables, drainage, and similar facilities that are necessary or appropriate for the development of the properties.

10. Utility Easements, Duties and Rights. The rights and duties of the Owners of lots with respect to sanitary sewers and water, electricity, television cables, gas and telephone, shall be governed by the following:

(a) Whenever sanitary sewer house connections and/or water house connections or electricity, television, gas or telephone lines are installed within the properties, which connections or any portion thereof lie in or upon lots owned by others, then the Owners of the lot served by said connections, shall have the right, and are hereby granted, an easement to the full extent necessary therefore, to enter upon said lots or to have the utility company enter upon the lots within the properties in or upon which said connections, or any portion thereof lie, to repair, replace and generally maintain said connections as and when the same may be necessary.

(b) When sanitary sewer house connections and/or water house connections or electricity, television cables, gas or telephone lines are installed within the properties, which connections serve more than one (1) lot, the Owner of each lot served by said connections shall be entitled to full use and enjoyment of such portions of said connections as service his lot.

ARTICLE VI

SALE OR LEASE OF LOTS

1. Sales, Resales and Advertising. No signs shall be permitted on any lot except one, non-illuminated builder/realtor sign advertising the house or lot for sale or rent not exceeding six (6) square feet in size. Notwithstanding the above, Declarant shall be allowed to place and maintain any signs for Declarant or builders which Declarant determines appropriate to market the development and dwellings therein at locations and sizes determined by the Declarant.

ARTICLE VII

INSURANCE

1. Hazard, flood, Homeowners and Fire Insurance. Each Owner shall obtain and maintain in effect fire and appropriate damage and physical loss insurance, all in an amount equal to the then current full replacement value of each residence and improvement owned by such Owner.

2. Obligation to Repair and Restore.

(a) Subject only to the rights of an institutional holder of the first mortgage lien on the damaged lot, insurance proceeds from any insurance policy covering a lot shall be first applied to the repair, restoration, or replacement of such residence. Each Owner shall be responsible for the repair, restoration, or replacement of each residence owned by such Owner pursuant to the terms hereof. Any such repair, restoration or replacement shall (subject to advances and changes in construction techniques and materials generally used in such construction and in currently generally accepted design criteria) be generally harmonious with the other Creekside Estates residences. Such repair and restoration will be commenced as soon as possible.

(b) If the proceeds of insurance are insufficient to pay for the cost of repair, restoration, or replacement of a residence or improvement, the Owner of such residence shall be responsible for the payment of any such deficiency necessary to complete the repair, restoration or replacement.

ARTICLE VIII

EXTERIOR MAINTENANCE OF HOMES, LOTS, ENTRANCE SIGNS AND FOUNTAIN AND LANDSCAPE EASEMENT

1. The Owner of Lot 18 shall be solely responsible for maintaining the entrance sign and all monumentation elements located within the easement on Lot 18 in a mowed, neat, clean, and good condition. The Owner of Lot 20 shall be solely responsible for maintaining the Fountain and Landscape Easement as shown on the Plat, and all monumentation located within the same, in a mowed, neat, clean, and good condition. If, due to the act or neglect of a lot Owner, or of his agent, servant, tenant, family member, invitee, licensee or household pet, damage shall be caused to any of the monumentation elements within the above-described easements, then such lot Owner shall pay the Owner of the respective Lot on which the damaged monumentation is located for such damage or such maintenance, repair or replacements, as may be necessary.

2. It will be the responsibility of each lot owner to maintain their own mailbox in keeping with the specific design approved by the Declarant.

3. Each lot Owner is responsible for all exterior maintenance on his own lot. Each owner shall repair, maintain or replace all exteriors on any building in a good and workmanlike manner. Additionally, all landscaping, plants, shrubs, driveways, walks, yards, sidewalk adjacent to the street, etc., shall be maintained in a neat, orderly condition and in a good state of repair and maintenance.

ARTICLE IX

ANNEXATION AND/OR ADDITION OF OTHER AREA TO PROPERTY

1. General. Declarant or his successors and assigns, shall be allowed to annex additional property by way of sections to Creekside Estates without the consent of any Owner or any mortgagees or other lien holders; (other than those holding mortgages and liens on the real property being annexed) by the recordation of a supplementary Declaration as provided herein. Upon such annexation, the annexed property shall be subject to this Declaration.

ARTICLE X

GENERAL PROVISIONS

1. Duration. The covenants, conditions and restrictions contained herein shall be appurtenant to and run with the land and shall be binding upon all Owners and parties hereinafter having an interest in any of the Development, and all parties claiming under them, until January 1, 2050, at which time they shall be automatically extended for successive periods of ten (10) years each, unless a majority of the Owners amend or revoke the restrictions in whole or in part within the final one (1) year of the term of this Declaration, as it may have been extended. Each purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that the covenants and restrictions of this Declaration may be extended as provided in this Declaration.

2. Amendment. The covenants and restrictions contained in this Declaration may be amended unilaterally by the Declarant, without joinder of any Owner, for a period of fifteen (15) years from the date hereof or until such time as Declarant owns no further lots in the Development or any of the Unplatted Property, whichever is later. Additionally, this Declaration may be amended by the affirmative signature of the Majority of all Owners. However, so long as Declarant owns any lots within the Development or any of the Unplatted Property, no amendments can be effective without the written consent of Declarant. Any such amendments shall not become effective until the instrument evidencing such change has been filed of record. Every purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration by acceptance of a deed or other conveyance therefor, thereby agrees that the covenants and restrictions of this Declaration may be amended as provided herein.

3. Enforcement. All provisions of this Declaration may be enforced by Declarant, its successors and assigns, or by the Owner of any Lot or any portion of the Unplatted Property.

4. Partial Invalidity. Any invalidation of any one or more of these restrictions by judgment, court order, or statute, for failure on the part of Declarant or its successors or assigns to enforce any of said restrictions, shall in no way affect any of the other provisions hereof or be deemed as a waiver of the right to enforce such restrictions at any time after the violation thereof. Invalidation of any one or more of these restrictions by judgment or court order shall neither affect any of the other provisions not expressly held to be void nor the provisions so void in circumstances or applications other than those expressly invalidated, and all such remaining provisions shall remain in full force and effect together with the provisions ruled upon as they apply to circumstances other than those expressly invalidated.

5. Abatement. In the event that any Owner violates any of the terms or conditions of this Declaration and fails to cure the same within ten (10) days after written notice thereof, then Declarant, in addition to any other rights and remedies provided for

herein, shall have the express right, privilege and license to enter upon any Lot to take any reasonable action to cure such violation, and all reasonable costs thereof shall be at the expense of the Owner of such Lot and shall be payable upon demand by Declarant, including reasonable attorney fees.

6. Notice. All notices required or permitted hereunder shall be in writing and effective when deposited in the U.S. mail, postage prepaid, addressed to any Owner at the address of the Lot owned by such Owner, or addressed to the Declarant as follows:

Community First Bank & Trust
ATTN: Special Assets Department
501 S. James Campbell Boulevard
Columbia, TN 38041.

or such other address as Declarant may, by notice to each of the Owners, designate.

7. Headings and Binding Effect. Headings have been inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular paragraphs to which they refer. The covenants, agreements and rights set forth herein shall be binding upon and inure to the benefit of the respective heirs, executors, successors and assigns of the Declarant and all persons claiming by, through or under Declarant.

8. Exoneration of Declarant. Each Owner of any Lot in the Development, or any other party having an interest in any portion of the Development, expressly agrees that no duty or obligation is imposed upon Declarant to enforce or attempt to enforce any of the covenants or restrictions contained herein, nor shall Declarant be subject to any liability of any kind or nature whatsoever resulting out of any claim by any third party asserting that Declarant failed to enforce the same.

9. Successor Declarant. Declarant shall have the right to assign all of Declarant's rights and obligations hereunder to a successor declarant selected by Declarant, within Declarant's sole discretion, by written instrument to be recorded in the Registers Office of Rutherford County, Tennessee. Upon the recording of such an instrument, the successor declarant shall be assigned all rights and obligations of Declarant hereunder.

IN WITNESS WHEREOF, the Declarant has caused this Amendment and Restatement to Declaration of Restrictive Covenants For Creekside Estates to be duly executed this ____ day of March, 2012.

COMMUNITY FIRST BANK & TRUST

By: _____
Title _____

STATE OF TENNESSEE
COUNTY OF RUTHERFORD

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon his oath, acknowledged himself to be _____ of Community First Bank & Trust the within named Declarant and Declarant, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of Community First Bank & Trust by himself as such officer.

WITNESS MY HAND and official seal at my office on this the ____ day of _____, 2012.

Notary Public

My commission expires:_____

EXHIBIT "A"