

W. Miller

Prepared By and Return To:
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**FIRST AMENDMENT
TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR SULLIVAN FARMS**

Pursuant to Article XIV, Section 4 of the Declaration of Covenants, Conditions and Restrictions for Sullivan Farms, of record at Book 1451, Page 29 in the Register's Office of Williamson County, Tennessee, at a regular meeting of the members, a proper quorum being present, 493 of the members (68.2%) voted in favor of the following amendment to the Declaration of Covenants, Conditions and Restrictions for Sullivan Farms:

1. Article XIV, Section 11 is hereby deleted in its entirety and is replaced with the following new Section 11:

Section 11. Renting or Leasing. Except as otherwise provided in this Section, the leasing or renting of Improvements on Lots is prohibited.

(a) The Board is empowered to allow reasonable renting or leasing of homes to avoid undue hardship, including but not limited to: (1) where an Owner must relocate his or her residence due to employment and cannot, within ninety (90) days following his or her effective relocation date, sell the Lot and Improvements for at least the then current appraised market value after listing the date the Lot and Improvement on the residential real estate sales market through an MLS listing; (2) where the Owner, and if more than one, all Owners, dies and the home is being administered by the Owner's(s') estate; or (3) where the Owner takes a temporary assignment or position within his or her then existing employment which requires a temporary residence relocation (not to exceed one hundred eighty (180) days) and the Owner intends to return to reside in the Improvement upon the completion of his or temporary employment relocation. Owners who demonstrate to the Board a proposed undue hardship, and obtain Board approval to rent or lease their Lot and Improvements, may only rent or lease their Lot and Improvements for such duration as the Board reasonably determines is necessary to prevent the proposed undue hardship.

(b) Notwithstanding any provision to the contrary, the exception provided in Section 11(a) hereinabove, shall not apply to (1) an Owner who purchased the Lot and Improvements from the holder of a mortgage, deed of trust, or other lien against the Lot and Improvements, or (2) the holder of any mortgage, deed of trust, or other lien against the Lot and Improvements, who becomes the Owner of the Lot and Improvements through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such mortgage, deed of trust, or other lien.

(c) All leases must be in writing and must be reviewed and approved by the Board prior to their effective date, and are subject to the following restrictions set forth in the following paragraphs (d), (e), (f) and (g) of this Section 11. All leases must incorporate therein,

and obligate each tenant to comply with all terms and conditions of The Declaration, the By-Laws, the Articles of Incorporation, and all amendments and supplements thereto, and the rules and regulations promulgated thereunder.

(d) Each Owner agrees to cause his or her lessee, Occupant, or persons living with such Owner to comply with The Declaration, the By-Laws, the Articles of Incorporation, and all amendments and supplements thereto and the rules and regulations promulgated thereunder, and is responsible for all violations and losses caused by such tenants or Occupants, notwithstanding the fact that such tenant or Occupants of the Living Unit are fully liable for any violation of the documents and regulations; failure to comply shall, at the Board's option, be considered a default under the Occupant's lease.

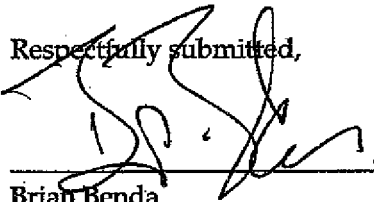
(e) In the event a lessee, tenant, Occupant or person living with the Owner or a lessee violates a provision of The Declaration, the By-Laws, the Articles of Incorporation, and all amendments and supplements thereto, and the rules and regulations promulgated thereunder, the Board shall have the power to bring an action or suit against the lessee or other Occupant and/or Owner (in the Association's sole discretion) to recover sums due for damages or injunctive relief, or for any other remedy available at law or equity, including, but not limited to, all remedies available to a landlord upon the breach or default of the lease agreement by the lessee.

(f) The Board of Directors shall also have the power to impose reasonable fines upon the lessee, other Occupant and/or the Owner for any violation by the lessee, Occupant, or person living with the Owner or a lessee of any duty imposed under The Declaration, the By-Laws, the Articles of Incorporation, and all amendments and supplements thereto, and the rules and regulations promulgated thereunder, and to suspend the right of the Owner, Lessee, Occupant or person living with the Owner or a lessee to use the Common Properties and Facilities. The Board shall have authority and standing to enforce any lease restrictions contained in or promulgated in accordance with any recorded instrument causing any part of the Property to become subject to The Declaration, the By-Laws, the Articles of Incorporation, and all amendments and supplements thereto, and the rules and regulations promulgated thereunder.

(g) This provision is reserved for future amendment.

I, Brian Benda, President of the Sullivan Farms Homeowners Association, Inc., a corporation duly organized and existing under the laws of the State of Tennessee, do hereby certify that the above is a true and exact copy of the Proposed Amendment to the Declaration of Covenants, Conditions and Restrictions for Sullivan Farms By-Laws which were presented to and adopted by the respective members of the corporation.

Executed and certified this the 24TH day of January 2007.

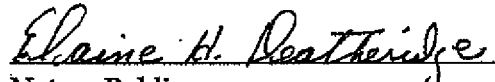
Respectfully submitted,


Brian Benda
President,
Sullivan Farms Homeowners Association, Inc.

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, a Notary Public in and for the state and county aforesaid, personally appeared Brian Benda, President of the Sullivan Farms Homeowners Association, with whom I am personally acquainted; and who, upon oath, acknowledged that he is the person identified in and who executed the foregoing instrument as and for the free act and deed of the principal for the purposes contained therein, said President being expressly authorized and empowered to do so by proper corporate resolution.

SWORN TO AND SUBSCRIBED at office in Williamson County, Tennessee on this the 25th day of January 2007.


Notary Public

My commission expires _____



My Commission Expires MAY 22, 2010

BK/PG:4166/884-886
07004028

RESTRICTIONS	
01/26/2007	12:35 PM
BATCH	91347
MTG TAX	0.00
TRN TAX	0.00
REC FEE	15.00
DP FEE	2.00
REG FEE	0.00
TOTAL	17.00

STATE OF TENNESSEE, WILLIAMSON COUNTY
SADIE WADE
REGISTER OF DEEDS