INSTRUMENT PREPARED BY:

Charles Patterson Attorney at Law 1023 Old Humboldt Road Jackson, TN 38305

FIRST AMENDMENT TO RESTRICTIVE COVENANTS of SOUTHERN SHORES

(Originally recorded in Warranty Deed Book 366 at page 262 in the Register's Office of Carroll County, Tennessee.)

The original Restrictive Covenants for Southern Shores, are of record in Warranty Deed Book 366 at page 262 in the Register's Office of Carroll County, Tennessee. In those Restrictive Covenants, Paragraph 41 states that Eighty (80%) Percent of the lot owners may modify or amend those Restrictive Covenants. The undersigned represent at least Eighty (80%) Percent of the lot owners of Lots in Southern Shores and the original Restrictive Covenants are amended as follows:

- There is a Revised Final Plat of Southern Shores which is recorded in Plat Book ______ at page ______ in the Register's Office of Carroll County, Tennessee and the Restrictive Covenants shall apply to Lots 101 through 116, Lots 118 through 120, and Lots 123 through 130. (Lots 121 and Lots 122 are expressly excluded from the Restrictions and Lot 117, is expressly excluded from the Restrictive Covenants as it is designated a Common Area, by this First Amendment and by the Revised Final Plat of Southern Shores.)
- 2) Paragraph 13 is deleted in its entirety. The following Paragraph 13 is inserted in its place and shall be as follows:

"13. All lots in the Subdivision shall be used for private, residential purposes only; provided, however, the Developer shall have the right to continue to use all unsold lots in the Subdivision for agricultural purposes."

- 3) Paragraph 40 is deleted in its entirety.
- 4) Article II, By-Laws of Homeowners Association, Paragraph 1 is deleted in its entirety. The following Article II, By-Laws of Homeowners Association, Paragraph 1 is inserted in its place and shall be as follows:

ARTICLE II BY-LAWS OF HOMEOWNERS ASSOCIATION

1. HOMEOWNERS ASSOCIATION: All of the owners of lots in Southern Shores, as shown on the plat(s) to be recorded in the Register's Office of Carroll County, Tennessee, including any revisions or amendments to that plat, shall be members of the Association.

The Homeowners Association shall become effective upon the filing of the final plat in the Register's Office of Carroll County, Tennessee or upon written notice by the Developer to the lot owners, and every individual lot owner as of that date shall be a member of the Association and responsible for Homeowners Association dues from that time forward. However, the Developer and his remaining lots, except for any lot which is Developers Personal residence, are exempt from Homeowners dues and obligations.

The purpose of the Association is to administer on a non-profit basis and through a Board of Directors, to elect the Board of Directors; to amend and supplement form time to time these By-Laws and the system of Administration; and to do and perform any and all other things, matters or acts required by or permitted by the owners or the laws of the State of Tennessee. The Association shall be responsible of the maintenance of the common areas of the Subdivision and may take any action to enhance the value of the Subdivision in general."

5) Article V, Legal Description is deleted in its entirety. The following Article V, Legal Description is inserted in its place and shall be as follows:

"ARTICLE V LEGAL DESCRIPTON SOUTHERN SHORES

Being Lots One Hundred One (101), One Hundred Two (102), One Hundred Three (103), One Hundred Four (104), One Hundred Five (105), One Hundred Six (106), One Hundred Seven (107), One Hundred Eight (108), One Hundred Nine (109), One Hundred Ten (110), One Hundred Eleven (111), One Hundred Twelve (112), One Hundred Thirteen (113), One Hundred Fourteen (114), One Hundred Fifteen (115), One Hundred Sixteen (116), One Hundred Eighteen (118), One Hundred Nineteen (119), One Hundred Twenty (120), One Hundred Twenty-three (123), One Hundred Twenty-four (124), One Hundred Twenty-five (125), One Hundred Twenty-six (126), One Hundred Twenty-seven (127), One Hundred Twenty-eight (128), One Hundred Twenty-nine (129) and One Hundred Thirty (130), Southern Shores Subdivision a revised final Plat of which appears of record in Plat Book ______ in the Register's Office of Carroll County, Tennessee."

All other terms of the Restrictive Covenants shall continue in full force and effect as outlined in the Restrictions listed in Warranty Deed Book 366, at page 262 in the Register's Office of Carroll County, Tennessee, except where expressly modified above.

These amended restrictions are to take effect upon the filing of this First Amendment as provided in the recorded Restrictive Covenants.

IN WITNESS WHEREOF, the undersigned, has cause and this instrument to be executed by and through its duly authorized officials, this the _____day of ______, 2019.

Eighty Percent of Lot Owners:

Lots 101, 102, 103, 104, 105, 106, 107, 108, 111, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129 and 130

Robert Reynolds

Gail Reynolds

STATE OF TENNESSEE) COUNTY OF MADISON)

Personally appeared before me, the undersigned Notary Public, in and for the aforesaid County and State, the within named Robert Reynolds and wife, Gail Reynolds with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, acknowledged that he/she executed the foregoing instrument for the purposes therein contained and as his/her free act and deed.

WITNESS MY HAND and Official Seal, this the _____ day of ______, 2019.

Notary Public

My Commission Expires: