

PREPARED BY:

Egerton, McAfee, Armistead & Davis, P.C.
Riverview Tower Suite 1400
900 South Gay Street
Knoxville, Tennessee 37902

**STEVE HALL
REGISTER OF DEEDS
KNOX COUNTY**

**SUPPLEMENTAL DECLARATION OF
RESTRICTIVE COVENANTS
AND AMENDMENT TO DECLARATION
OF RESTRICTIVE COVENANTS
FOR
ROCKWELL FARMS**

THIS SUPPLEMENTAL DECLARATION OF RESTRICTIVE COVENANTS AND AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS is made this 21st day of July 2004, by WC DEVELOPMENT, a Tennessee general partnership formerly W.C. Development, LLC (hereinafter "Developer"):

W I T N E S S E T H :

Whereas, Developer imposed certain restrictions on property described therein by 2nd Amended and Restated Declaration of Restrictive Covenants for Rockwell Farms (the "Declaration") recorded as Instrument No. 200306060113262, in the Knox County Register's Office; and

Whereas, Article 8, Section 8.3 provides that the Declaration may be amended by the Developer without joinder of any Lot owner within the first five years of the recordation of the Declaration; and

Whereas, Developer desires to amend the Declaration as provided herein; and

Whereas, all terms used herein shall have the meanings defined herein, or if not defined herein, shall have the meanings defined in the Declaration.

Now Therefore, pursuant to Article 8, Section 8.3 thereof, the Declaration is hereby amended as follows:

1. Article 3, Section 3.2 (b), is hereby amended to clarify that the Developer shall have sole right of approval of plans as long as Developer or Builder own any Lots, even if such Lots are created by Additional Phases after Developer or Builder have divested themselves of all Lots created by prior Additional Phases, and as long as Developer or Builder own any Lots, regardless of when such Lots were created, The Association shall have no right to approve or reject any plans.



Inst: 200407300009067 Page: 1 OF 2
REC'D FOR REC 07/30/2004 9:17:37AM
RECORD FEE: \$12.00

3560/008/SupplementalDeclara M. TAX: \$0.00 T. TAX: \$0.00

2. Article 8, Section 8.3, the Declaration is amended to clarify that no person or entity other than the Developer may amend the Declaration until June 6, 2008, which is five (5) years from the date the Declaration was recorded. If Developer, in Developer's sole and absolute discretion determines that Developer intends to relinquish this right prior to such date, then Developer may file a supplementary Declaration stating such intention. After the earlier of (i) June 6, 2008; or (ii) the date Developer records a Supplementary Declaration stating Developer's intention to relinquish amendment rights, then the Declaration may be amended by Owners as otherwise provide in Section 8.3.

3. Except as herein amended, the Declaration remains in full force and effect.

In Witness Whereof, the Developer has caused this instrument to be executed the day and year first above written.

WC Development

By: 
Winston Cox, General Partner

STATE OF TENNESSEE
COUNTY OF KNOX

Before me, a Notary Public of the State and County aforesaid, personally appeared **Winston Cox**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be a general partner of **WC Development**, a Tennessee general partnership, the within named bargainer, and that he, as such general partner, is authorized by the partnership to execute the foregoing instrument for the purposes therein contained by signing the name of the partnership as general partner.

Witness my hand and seal this 30 day of July, 2004.


Notary Public

My Commission Expires: 2/7/06



Inst #: 200407300009087
PAGE: 2 OF 2