

Prepared by and Return to:
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**SECOND AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
ALMADALE FARMS P.D.**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ALMADALE FARMS P.D. (hereafter "Declaration"), made this _____ day of _____, 1999, by Almadale Farms Homeowners Association, Inc., a Tennessee nonprofit corporation (hereafter "Association").

W I T N E S S E T H :

WHEREAS, a Declaration of Covenants, Conditions and Restrictions for Almadale Farms P.D. was filed of record by Almadale Farms, a Tennessee general partnership (hereafter "Developer") on June 26, 1995, in the Register's Office of Shelby County, Tennessee, as Instrument No. FD 3870, as amended by First Amendment to Declaration of Covenants, Conditions and Restrictions for Almadale Farms P.D. recorded as Instrument No. FR 6003 in the said Register's Office (the "Declaration"); and

WHEREAS, pursuant to the terms of the Declaration, the required number of Owners of Lots within Almadale Farms P.D. has voted to amend the Declaration as set forth below; and

WHEREAS, the Developer has caused plats of the property to be filed in Plat Book 151, Page 38, for Phase 1 of the property, in Plat Book 154, Page 77, for Phase 2 of the property, and in Plat Book 168, Page 2, for Phase 5 of the property, all in the Register's Office of Shelby County, Tennessee ("Plat" or "Plats"); and

WHEREAS, the Declaration permits additional property to be brought under the terms of Declaration and Developer intended to add the property described as Parcel 3 below to the terms of the Declaration.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. The fourth paragraph on page 1 of the Declaration is amended by deleting the same in its entirety and the following is substituted in lieu thereof:

WHEREAS, the Developer has caused plats of the Property to be filed in Plat Book 151, Page 38, for Phase 1 of the development, in Plat Book 154, Page 77, for Phase 2 of the development, and in Plat Book 168, Page 2 for Phase 5 of the development, all in the Register's Office of Shelby County, Tennessee ("Plat" or "Plats"); and

2. In Article I, Section 4, as amended, the following words are added at the end of the first sentence: "and Numbers 135 through 181, inclusive, as shown on Exhibit "B-2" attached hereto."

3. In Article V, Section 1, the following sentence is hereby added to the end of the paragraph: "The Association shall also provide and pay for all maintenance and expenses for the common open spaces shown as C.O.S. Lots A-E, inclusive, on the plat attached hereto as Exhibit B-2."

4. In Article V, Section 2(b), the first sentence is deleted and the following sentence is substituted therefor: "As shown on Exhibits "B", "B-1" and "B-2" attached hereto, there will be one hundred eighty-one(181) residential Lots".

5. The fifth line of Article VI, Section 2, as amended, is further amended by deleting the word "(1/134th)" and substituting the word "(1/181st)" therefor.

6. In Article VIII, Section 1, as amended, the words "Lots 1 through 134" are hereby deleted and the words "Lots 1 through 181" are substituted therefor.

7. Article VIII, Section 2(a) is hereby amended by adding the following sentences at the end of the subparagraph:

No trailer, tent, shack, outbuilding or barn shall be erected on any Lot, temporarily or permanently, except such as may be required, temporarily, for construction purposes only. Gazebos and cabanas may be erected if approved by the Architectural Control Committee.

8. In Article VIII, Section 2(b), as amended, the words "Exhibits "B" and "B-1" are hereby deleted and the words "Exhibits "B", "B-1" and "B-2" are substituted therefor.

9. Article VIII, Section 2 is hereby amended by adding the following at the end of the section:

(o) No garage sales may be held on any Lot, except that there will be semi-annual development-wide garage sales to be held on such date and at such time as the Association acting through its Garage Sale Committee may determine.

10. The legal description set forth on Exhibit A of the Declaration is amended by deleting same in its entirety and the following is substituted in lieu thereof:

Parcel 1: Lots 1-63, Phase 1, Almadale Farms P.D., as shown on plat of record in Plat Book 151, Page 38, in the Register's Office of Shelby County, Tennessee, to which plat reference is hereby made for a more particular description thereof.

Parcel 2: Lots 64-134, Phase 2, Almadale Farms P.D., as shown on plat of record in Plat Book 154, Page 77, in the Register's Office of Shelby County, Tennessee, to which plat reference is hereby made for a more particular description thereof.

Parcel 3: Lots 135-181, Phase 5, Almadale Farms P.D., as shown on plat of record in Plat Book 168, Page 2, in the Register's Office of Shelby County, Tennessee, to which plat reference is hereby made for a more particular description thereof.

11. Exhibit B-2 attached hereto is hereby made a part of and incorporated into the Declaration.

12. The owners of Lots within the development known as Almadale Farms, P.D., Phase 5 shall have all of the rights and obligations granted to an Owner under the terms of said Declaration.

13. The Developer joins herein to acknowledge and consent to the terms of this Second Amendment.

IN WITNESS WHEREOF, the undersigned have caused this Second Amendment to be signed by the officer duly authorized to do so as of the day and year first above written.

**ALMADALE FARMS HOMEOWNERS
ASSOCIATION, INC.,** a Tennessee
nonprofit corporation

By: _____
Title: _____

ALMADALE FARMS, a Tennessee general partnership

By: David P. Halle, Jr., managing Partner

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned Notary Public in the State and County aforesaid, personally appeared _____, with whom I am personally acquainted and who, upon oath, acknowledged ___self to be the _____ of Almadale Farms Homeowners Association, Inc., a Tennessee corporation, and that ___he as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by ___self as such _____.

Witness my hand and official seal at office this _____ day of _____, 1999.

Notary Public

My commission expires:

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, duly commissioned and qualified, personally appeared DAVID P. HALLE, JR., with whom I am personally acquainted and who, upon oath, acknowledged himself to be the managing general partner of ALMADALE FARMS, a Tennessee general partnership, the within named bargainor, and that he as such managing general partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as such managing general partner, and he further acknowledged that he executed said instrument as the free act and deed of the partnership.

Witness my hand and official seal at office this _____ day of _____, 1999.

Notary Public

My commission expires: