

This instrument prepared by:
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**AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR
AVALON (SECTIONS 4, 6 and 7) OF RECORD IN BOOK 3948, PAGES 394-432**

This Amendment to the Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for Avalon (Sections 4, 6 and 7) of record in Book 3948, Pages 394-432, supersedes the prior Amendment to same recorded at Book 4821, Page 131-132, and is made this _____ day of _____ 2012, by Avalon, Sections 4, 6 and 7 Homeowners Association, Inc., a Tennessee Non-Profit Corporation (the "Association").

WITNESSETH:

WHEREAS, the Association is a Tennessee Non-Profit Corporation and is the duly formed governing body of that certain residential subdivision known as Avalon (Sections 4, 6 and 7), and desires to amend the Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for Avalon (Sections 4, 6 and 7) of record in Book 3948, Pages 394, et. seq., (the "Declaration") and the Amendment to same recorded at Book 4821, Page 131-132 (the "Amendment"), Register's Office for Williamson County, Tennessee; and

WHEREAS, pursuant to Article XI, Section 2 of the Declaration, any amendment of the Declaration requires the affirmative vote of at least two-thirds (2/3) of the Members of the Association at a duly called meeting of the Association or the affirmative written consent of such percentage of the Members; and

WHEREAS, the Members of the Association representing two-thirds (2/3) of the Association desire to amend Article VI, Section 2 of the Declaration;

NOW, THEREFORE, in furtherance of the aforesaid purposes and interests, the Association, being empowered to do so, hereby amends the Declaration and Amendment as follows:

Article VI, Section 1. f. xii. of the Declaration and Amendment are deleted in their entirety and replaced by the following:

xii. Fencing, Walls, Trees, and Hedges. On and after February 26, 2009, construction of a wall or fence is only permitted for the rear and side yard of a Lot. No fence, wall, or hedge shall be erected or maintained closer to the street than fifteen (15) feet from the front corner of the building line(s) of the dwelling. The fifteen (15) feet

from front corner allowance shall not be extended for porches, awnings, additional structure or anything else that might be used in an attempt to extend the measurement from the actual building's corner. On corner Lots, no fence or wall may extend to street nearer than the side property line. No fence or wall shall be more than six feet (6') in height. No trees greater than 9" in diameter may be removed from a Lot without the consent of the ARC. A hedge may be planted on the sides and rear of a Lot, but shall not cross any side or rear property lines. This hedge may never exceed forty-two inches (42") in height and at maturity cannot cross the property line. Owner shall ensure compliance with any and all applicable governmental restrictions, rules and regulations, including, but not limited to, zoning ordinances and codes, and Owner assumes any and all risk for failure to do so and shall indemnify and hold the Association and its employees, Directors, Officers, and associates harmless from any liability therefore, and any cost associated therewith, including, but not limited to, fines by the ARC for failure to comply as required herein, and reasonable and necessary attorney fees. The Association and its employees, Directors, Officers, and associates assume no liability for any errors and/or omissions in Owners' improvements. Style, type, and materials of fencing or walls must be approved in writing by the ARC. No chain link fences shall be allowed.

THIS AMENDMENT shall in no way be construed to amend, alter, or revise any other provision of the Declaration. However, to the extent that the terms, conditions and provisions of this Amendment are contrary and conflict with the terms, conditions and provisions of the Declaration, the terms, conditions and provisions hereof shall supersede and control over the terms, conditions and provisions of the Declaration.

IN WITNESS WHEREOF, the Association, being authorized to do so pursuant to Article XI, Section 2, of the Declaration has caused this Amendment to the Declaration to be duly executed as of the day and date first above written.

AVALON, SECTIONS 4, 6 AND 7
HOMEOWNERS ASSOCIATION, INC.

By: _____

Title: _____

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared _____ with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the _____ of Avalon, Sections 4, 6 and 7 Homeowners Association, Inc., a Tennessee Non-Profit Corporation, the within named bargainor, and that he/she as such _____ being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the non-profit corporation by himself/herself as _____.

Witnessed my hand and seal, at office in _____, Tennessee, this _____ day of _____ 2012.

NOTARY PUBLIC

My Commission Expires