

BK/PG: 2662/971-974
20002791

4 PGS-AL-RESTRICTIONS	
BONNIE BATCH: 232239	02/28/2020 - 10:32 AM
MORTGAGE VALUE:	0.00
TRANSFER VALUE:	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	25.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	27.00

STATE OF TENNESSEE, BRADLEY COUNTY
DINA SWAFFORD
REGISTER OF DEEDS

This instrument prepared by and after recording-return to:

Thomas L. Hayslett, III, Esq.
Miller & Martin PLLC
832 Georgia Avenue, Suite 1200
Chattanooga, Tennessee 37402
Phone No. (423) 785-8368

**FOURTH AMENDMENT TO DECLARATION
OF COVENANTS AND RESTRICTIONS FOR TIMBER CREEK**

(Cross References: Original Instrument at Book 1697, Page 578;
Most Recent Amendment at Book 2350, Page 35)

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR TIMBER CREEK (this "Amendment") is executed to be effective as of the 5th day of February, 2020, by CTP PROPERTIES, a Tennessee general partnership ("Developer").

Background:

A. Developer has been developing a residential neighborhood commonly known as Timber Creek (the "Development"), and is the "Developer" pursuant to that certain Declaration of Covenants and Restrictions for Timber Creek, recorded at Book 1697, Page 578, Register's Office of Bradley County, Tennessee, as amended by that certain Modification of Covenants and Restrictions for Timber Creek recorded at Book 2024, Page 493, said Register's Office, that certain Modification of Covenants and Restrictions for Timber Creek recorded at Book 2169, Page 659, said Register's Office, and that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for Timber Creek recorded at Book 2350, Page 35, said Register's Office (collectively, the "Declaration"), as amended from time to time.

B. The Declaration encumbers certain real property more particularly defined therein, which constitutes the Development.

C. Developer hereby amends the Declaration to make certain corrections and clarifications regarding the name of the Developer entity and regarding the descriptions of the property encumbered by the terms and conditions of the Declaration, as herein provided.

Amendment:

NOW, THEREFORE, Developer declares that the Declaration is hereby amended as stated below:

1

18002376v1 12962-0051

Book 2662 Page 971

1. **Defined Terms.** Capitalized terms, the definitions of which are not provided herein, shall have the meanings given to them in the Declaration.

2. **Replacement of Additional Property Description.** The **Exhibit "A"** originally attached to the Third Amendment (defined herein) is hereby deleted, and it is replaced by the **Exhibit "A"** attached to this Amendment. For avoidance of doubt, the property described on **Exhibit "A"** is Phase 2 and Phase 3 of the Timber Creek development, all of which is subject to the terms and conditions of the Declaration, and the same collectively constitute the "Additional Property" described in the Third Amendment. This amendment is made to correct the **Exhibit "A"** originally attached to the Third Amendment, which erroneously failed to include a legal description for Phase 3 of the Timber Creek development. By executing this amendment, Developer hereby ratifies the Declaration and declares that all of the terms and conditions of the Declaration are intended to encumber the property defined on **Exhibit "A"** attached hereto.

3. **Correction of Scrivener's Error; and Ratification of Third Amendment.** The undersigned Developer hereby notes, and corrects, a scrivener's error contained in the Third Amendment to Declaration of Covenants, Conditions and Restrictions for Timber Creek, recorded at Book 2350, Page 35, aforesaid Register's Office (the "Third Amendment"); such error being that the Developer's name was identified correctly on page 1 of such Third Amendment, as being "CTP Properties, a Tennessee general partnership"; but then was identified incorrectly on the signature page of such Third Amendment, as being "CTP Properties, LLC." By executing this Amendment, Developer hereby ratifies and affirms the referenced Third Amendment.

4. **No Further Amendment.** Except as expressly hereby amended, the Declaration remains in full force and effect without amendment thereto.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Developer has executed this Amendment as of the date and year first above written.

CTP PROPERTIES, a Tennessee general partnership

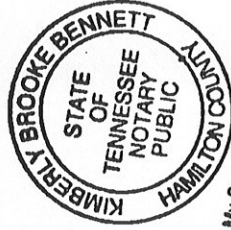
By: Pratt Land & Development Company, LLC, a
Tennessee limited liability company, its general partner

By: 
James E. Pratt, Jr., Secretary

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

Before me, James E. Pratt, Jr., a Notary Public in and for said State and County aforementioned, personally appeared James E. Pratt, Jr., to me known (or proved to me on the basis of satisfactory evidence) and who acknowledged that he is the Secretary of Pratt Land & Development Company, LLC, a Tennessee limited liability company, the general partner of CTP Properties, a Tennessee general partnership, and that he, being first duly authorized so to do, executed and delivered the within instrument for the purposes therein contained by signing the name of the company as Secretary.

WITNESS my hand, at office, this 14 day of February, 2020.



Kimberly Brooke Bennett
Notary Public
My Commission Expires: 11-26-23

EXHIBIT "A"

Additional Property

Phase 2 – Timber Creek

Located in the First Civil District of Bradley County, Tennessee: to-wit:

Lots 28 through 59, along with any common properties, common areas, and/or conservation easement areas, as shown on Final Plat of Timber Creek, Phase 2, in Plat Book 29, Page 118, in the Register's Office of Bradley County, Tennessee.

Phase 3 – Timber Creek

Located in the First Civil District of Bradley County, Tennessee: to-wit:

Lots 60 through 92, along with any common properties, common areas, and/or conservation easement areas, as shown on Final Plat of Timber Creek, Phase 3, in Plat Book 33, Page 62, in the Register's Office of Bradley County, Tennessee.

For prior title, see instrument recorded at Book 2232, Page 668, aforesaid Register's Office.

2

**MODIFICATION OF COVENANTS AND
RESTRICTIONS FOR TIMBER CREEK**

Cleveland
Abstract

Prior Title Reference: Book 1697, page 578 ROBC-T

JRT COMMUNITIES, LLC, a TN Limited Liability Company, as Developer, recorded in Book 1697, page 578, in the Register's Office of Bradley Co., Tennessee, a "Declaration of Covenants and Restrictions for Timber Creek" subdivision. In Article X, under 10.02 Amendments, the Developer reserved the right to amend, modify or revoke the covenants and restrictions in any respect prior to the date the governing authority for the development is transferred from Developer to the Board of Directors of the Timber Creek Homeowner's Association. As of the effective date of this amendment, the governing authority is held exclusively by Developer. As the sole holder of the power to modify, amend or revoke covenants and restrictions, Developer now exercises that power to amend Article 3.37, Fences. As originally written, Article 3.37 states "No fences will be allowed on any lot." Said Article 3.37 is deleted in its entirety and replaced with the following revised provision:

3.37: Fences: Fences will be allowed upon written approval of the Developer or Association. All fencing must be made with new materials as approved by the Developer. Owner must provide Developer or Association with written specifications on all fencing, including materials and intended height.

This amendment shall be effective as of the date of recording in the Register of Deed's Office of Bradley Co., Tennessee.

Adopted this 25th day of March, 2013.

JRT COMMUNITIES, LLC
A TN LIMITED LIABILITY COMPANY

Thomas W. McClellan

BY: THOMAS W. MCCLELLAN
TITLE: MEMBER/CHIEF MANAGER

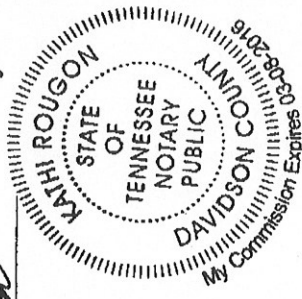
STATE OF TENNESSEE
COUNTY OF Davidson:

Before me personally appeared THOMAS W. MCCLELLAN, to me known to be the Member/Chief Manager of JRT COMMUNITIES, LLC, a Tennessee Limited Liability Company, the within named bargainer, and acknowledged that they executed the foregoing instrument for the purposes therein contained by signing the name of the Company by himself as such Member/Chief Manager.

Witness my hand this 25th day of March, 2013.

My Commission Expires: 3/8/2014

NOTARY PUBLIC



13005567

2 PGS: AL - RESTRICTIONS	
DINA BATCH: 128661	
04/23/2013 - 11:05 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	10.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	12.00

STATE OF TENNESSEE, BRADLEY COUNTY

DINA SWAFFORD

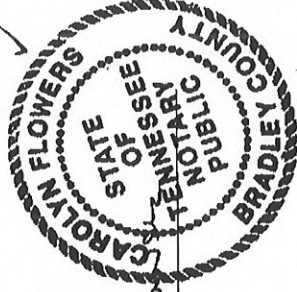
REGISTER OF DEEDS

STATE OF TENNESSEE
COUNTY OF BRADLEY

Lana ARP
BY: LANA ARP
TITLE: MEMBER

Before me personally appeared LANA ARP, personally known to me (or proven on the basis of satisfactory evidence) and to me known to be Members of JRT COMMUNITIES, LLC, a Tennessee Limited Liability Company, the within named bargainer, and acknowledged that she executed the foregoing instrument for the purposes therein contained by signing the name of the Company by herself as such Member.

Witness my hand this 30th day of April, 2013.



Carolyn Flowers
NOTARY PUBLIC

My Commission Expires: 11/4/14

STATE OF TENNESSEE
COUNTY OF BRADLEY

Before me personally appeared RYAN ARP, personally known to me (or proven on the basis of satisfactory evidence) and to me known to be Members of JRT COMMUNITIES, LLC, a Tennessee Limited Liability Company, the within named bargainer, and acknowledged that he executed the foregoing instrument for the purposes therein contained by signing the name of the Company by himself as such Member.

Witness my hand this 11th day of April, 2013.



Carolyn Flowers
NOTARY PUBLIC

My Commission Expires: 11/4/14

Restriction modification - timber creek

Cleveland Abstract

The information identifying the preparor is included solely for the purpose of complying with the requirements of T.C.A. 66-24-115.

✓ PREPARED BY: GEORGE N. MCCOIN, ATTORNEY AT LAW
90 N. OCOEE STREET, CLEVELAND, TN 37311 423/339-3042

MODIFICATION OF COVENANTS AND RESTRICTIONS FOR TIMBER CREEK

Prior Title Reference: Book 1697 page 578 ROBCT

JRT COMMUNITIES, LLC, a TN Limited Liability Company, as Developer, recorded in Book 1697, page 578, in the Register's Office of Bradley Co., Tennessee, a "Declaration of Covenants and Restrictions for Timber Creek" subdivision. In Article X, under 10.02 Amendments, the Developer reserved the right to amend, modify or revoke the covenants and restrictions in any respect prior to the date the governing authority for the development is transferred from Developer to the Board of Directors of the Timber Creek Homeowner's Association. As of the effective date of this amendment, the governing authority is held exclusively by Developer. As the sole holder of the power to modify, amend or revoke covenants and restrictions, Developer now exercises that power to amend Article 3.34, Tree and Lawn Care. As originally written, Article 3.34 states "The Association will maintain the trees and shrubs (including necessary pruning), and will mow and maintain the lawns on all lots, whether improved or unimproved, and the cost for such activity will be a common expense." Said Article 3.34 is deleted in its entirety and replaced with the following revised provision:

3.34: Tree and Lawn Care: Each owner shall be responsible for mowing, landscaping and maintaining their yard, shrubbery, trees and landscaping. All lots must be maintained and landscaped in a neat and orderly manner consistent with the landscaping plan. Grass must be cut and shrubbery pruned as needed. Leaves, limbs and grass trimming shall not be permitted to accumulate in an unsightly manner. If an owner fails to mow their grass, keep leaves cleared, trim shrubbery or otherwise perform necessary lawn and landscape maintenance, then Developer or Association may come onto the property and perform such work or contract for the work to be done. The owner shall be liable to the Developer or Association for all costs plus an administrative fee of \$100.00 per occurrence.

This amendment shall be effective as of the date of recording in the Register of Deed's Office of Bradley Co., Tennessee.

BK/PG: 2024/493-495

11002907

3 PGS: AL - MODIFICATION	
RHONDA BATCH: 98794	
03/14/2011 - 11:45 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	17.00

STATE OF TENNESSEE, BRADLEY COUNTY
DINA SWAFFORD
REGISTER OF DEEDS

Adopted this 7 day of March, 2011.

JRT COMMUNITIES, LLC
A TN LIMITED LIABILITY COMPANY

Thomas W. McClellan
BY: THOMAS W. MCCLELLAN
TITLE: MEMBER/CHIEF MANAGER

STATE OF TENNESSEE
COUNTY OF Davidson:

Before me personally appeared THOMAS W. MCCLELLAN, to me known to be the Member/Chief Manager of JRT COMMUNITIES, LLC, a Tennessee Limited Liability Company, the within named bargainer, and acknowledged that they executed the foregoing instrument for the purposes therein contained by signing the name of the Company by himself as such Member/Chief Manager.

Witnessed by me this 7th day of March, 2011

Nicole Rhea Leonard
NOTARY PUBLIC

My Commission Expires: 9-8-2013



Jerry ARP
BY: JERRY ARP
TITLE: MEMBER

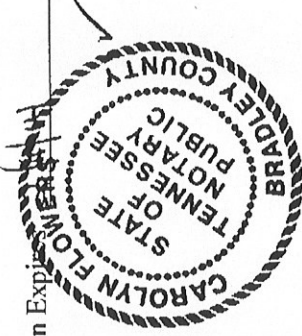
STATE OF TENNESSEE
COUNTY OF BRADLEY

Before me personally appeared JERRY ARP, personally known to me (or proven on the basis of satisfactory evidence) and to me known to be Members of JRT COMMUNITIES, LLC, a Tennessee Limited Liability Company, the within named bargainer, and acknowledged that they executed the foregoing instrument for the purposes therein contained by signing the name of the Company by themselves as such Members.

This 17th day of Feb 2011

Carolyn Flower
NOTARY PUBLIC

My Commission Expires: 2/14/14



Ryan ARP
BY: RYAN ARP
TITLE: MEMBER

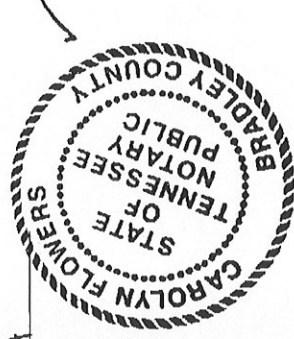
STATE OF TENNESSEE
COUNTY OF BRADLEY

Before me personally appeared RYAN ARP, personally known to me (or proven on the basis of satisfactory evidence) and to me known to be Members of JRT COMMUNITIES, LLC, a Tennessee Limited Liability Company, the within named bargainer, and acknowledged that they executed the foregoing instrument for the purposes therein contained by signing the name of the Company by themselves as such Members.

This 17th day of Feb, 2011

Carolyn Flower
NOTARY PUBLIC

My Commission Expires: 2/14/14



Restriction modification - timber creek

2

**MODIFICATION OF COVENANTS AND
RESTRICTIONS FOR TIMBER CREEK**

*Cleveland
Abstract*

Prior Title Reference: Book 1697, page 578 ROBC T

JRT COMMUNITIES, LLC, a TN Limited Liability Company, as Developer, recorded in Book 1697, page 578, in the Register's Office of Bradley Co., Tennessee, a "Declaration of Covenants and Restrictions for Timber Creek" subdivision. In Article X, under 10.02 Amendments, the Developer reserved the right to amend, modify or revoke the covenants and restrictions in any respect prior to the date the governing authority for the development is transferred from Developer to the Board of Directors of the Timber Creek Homeowner's Association. As of the effective date of this amendment, the governing authority is held exclusively by Developer. As the sole holder of the power to modify, amend or revoke covenants and restrictions, Developer now exercises that power to amend Article 3.37, Fences. As originally written, Article 3.37 states "No fences will be allowed on any lot." Said Article 3.37 is deleted in its entirety and replaced with the following revised provision:

3.37: Fences: Fences will be allowed upon written approval of the Developer or Association. All fencing must be made with new materials as approved by the Developer. Owner must provide Developer or Association with written specifications on all fencing, including materials and intended height.

This amendment shall be effective as of the date of recording in the Register of Deed's Office of Bradley Co., Tennessee.

Adopted this 26th day of March, 2013.

JRT COMMUNITIES, LLC
A TN LIMITED LIABILITY COMPANY

Thomas W. McClellan

BY: THOMAS W. MCCLELLAN
TITLE: MEMBER/CHIEF MANAGER

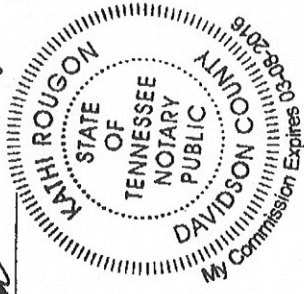
STATE OF TENNESSEE
COUNTY OF Davidson:

Before me personally appeared THOMAS W. MCCLELLAN, to me known to be the Member/Chief Manager of JRT COMMUNITIES, LLC, a Tennessee Limited Liability Company, the within named bargainer, and acknowledged that they executed the foregoing instrument for the purposes therein contained by signing the name of the Company by himself as such Member/Chief Manager.

Witness my hand this 26th day of March, 2013.

Kathi Rougon
NOTARY PUBLIC

My Commission Expires: 3/8/2016



13005567

2 PGS - AL - RESTRICTIONS	
DINA BATCH: 128661	
04/23/2013 - 11:05 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	10.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	12.00

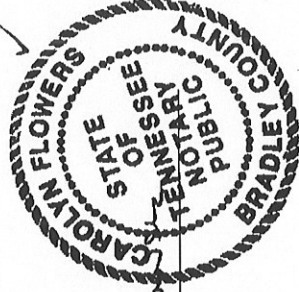
STATE OF TENNESSEE, BRADLEY COUNTY

DINA SWAFFORD
REGISTER OF DEEDSSTATE OF TENNESSEE
COUNTY OF BRADLEY


BY: LANA ARP

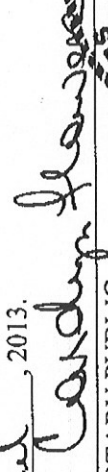
TITLE: MEMBER

Before me personally appeared LANA ARP, personally known to me (or proven on the basis of satisfactory evidence) and to me known to be Members of JRT COMMUNITIES, LLC, a Tennessee Limited Liability Company, the within named bargainer, and acknowledged that she executed the foregoing instrument for the purposes therein contained by signing the name of the Company by herself as such Member.

Witness my hand this 30th day of April, 2013.

 NOTARY PUBLIC
My Commission Expires: 11/4/14STATE OF TENNESSEE
COUNTY OF BRADLEY

Before me personally appeared RYAN ARP, personally known to me (or proven on the basis of satisfactory evidence) and to me known to be Members of JRT COMMUNITIES, LLC, a Tennessee Limited Liability Company, the within named bargainer, and acknowledged that he executed the foregoing instrument for the purposes therein contained by signing the name of the Company by himself as such Member.

Witness my hand this 11th day of April, 2013.

 NOTARY PUBLIC
My Commission Expires: 11/4/14

Restriction modification - timber creek

This Instrument Prepared By and Return To:
 Robert S. Thompson - *RS*
 Logan-Thompson, P.C.
 P.O. Box 191
 Cleveland, TN 37364-0191

BK/PG: 2350/35-41

16000693

7 PGS.-RESTRICTIONS	
RHONDA BATCH: 168491	
01/20/2016 - 09:42 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	35.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	37.00
STATE OF TENNESSEE, BRADLEY COUNTY	
DINA SWAFFORD	
REGISTER OF DEEDS	

THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TIMBERCREEK (FOR PHASE 2 AND 3)

(Cross Reference: Book 1697, Page 578-622)

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TIMBERCREEK (the "Third Amendment") is executed by **CTP PROPERTIES**, a Tennessee general partnership ("Additional Property Declarant").

Background:

1. Original Declarant began the development of a residential planned community known as "Timbercreek", (the "Community," or sometimes herein "Timbercreek") pursuant to and on property more particularly described in that certain Declaration of Covenants, Conditions and Restrictions recorded at Book 1697, Page 578-622, Register's Office of Bradley County, Tennessee (including the amendments subsequently herein referenced, the "Declaration"), as amended in the Modification of Covenants and Restrictions for Timbercreek as recorded in Book 2169, Page 659 said Register's Office (the "First Amendment") and the second Modification of Covenants and Restrictions for Timbercreek as recorded in Book 2024, Page 494 of said Register's Office (the "Second Amendment").
2. Development of Timbercreek is to be in accordance with the Master Plan (as defined in the Declaration).
3. The Declaration (Section 2.02) states that the Additional Property (as defined in the Declaration) may be subjected to the Declaration from time to time in accordance with the terms of the Declaration.
4. The Declaration (10.02) allows for amendments to the Declaration.
5. Original Declarant transferred the Additional Property to Additional Property Declarant in 2014.
6. As of March 31, 2014, Original Declarant no longer has any rights, responsibilities, or property interests in Timbercreek.
7. Additional Property Declarant is developing the Additional Property and desires, along with the Association, to record this Third Amendment in connection with developing the Additional Property.

NOW THEREFORE, for and in consideration of the mutual benefits provided herein by this Third Amendment, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree that the above recitals are true and correct and are herein incorporated, and further agree as follows:

DEFINITIONS

Capitalized terms used herein, the definitions of which are not herein provided, shall have the meanings ascribed to them in the Declaration.

The following words and terms, when used in this Third Amendment (unless the context shall clearly indicate otherwise) shall have the following meanings:

1. Additional Property. "Additional Property" shall mean the additional and heretofore unencumbered portion of land which is currently being made subject to the original Declaration and controlled by this Third Amendment to the Declaration, and which is as described on Exhibit A and otherwise known as Phase 2 and 3 of Timbercreek..
2. New Declarant. "New Declarant" shall mean CTP Properties, a Tennessee general partnership ("Additional Property Declarant"), its affiliates, and its successors and assigns. All references to Declarant in the Declaration shall be deemed, in relation only to the Additional Property, to be referring to New Declarant, for all purposes.
3. Covenants. "Covenants" shall mean the covenants, restrictions, conditions, easements, charges, affirmative obligations, and liens set forth in this Third Amendment.
4. Exhibit A. Exhibit A shall have the same meaning as "Additional Property".

RESERVATION OF RIGHTS

1. Third Amendment (Phases 2 and 3). That real property described on Exhibit A (the "Additional Property"), hereto attached and herein incorporated, is hereby declared to be subject to the terms and conditions of the Declaration and to the administration of the Association, as modified by the terms and conditions of this Third Amendment. All homes within the Additional Property shall be constructed initially by New Declarant, pursuant to the Declaration, as may be modified by this Third Amendment. The terms and conditions of this Third Amendment are intended to control over the terms and conditions of the Declaration, as to the issues specifically addressed within this Third Amendment with respect to Phases 2 and 3. It is the intent of New Declarant and the Association to avoid such conflicts, so this Third Amendment and the Declaration should be interpreted accordingly where possible.
2. Application to Phase I. No provision in this Amendment shall be construed so as to apply to any property, lot, dwelling, or feature in Phase I, with the exception of the modification of Section 3.15 listed below which shall apply to preexisting Phase I homes to bring them into compliance with the Covenants and Restrictions of Timbercreek.

3. Additional Property. The real property which is covered by this Third Amendment is described on Exhibit "A" and such real property is subject to and shall be held, transferred, sold, conveyed, and occupied subject to the Covenants contained in this Third Amendment.

MODIFICATIONS OF DECLARATION

3.13(ii) Minimum Square Footage Restrictions. With respect to the Houses within the Additional Property, Article 3.13(ii) shall be deleted in its entirety and replaced with the following:

(ii) A multi-level House shall contain not less than 1,600 square feet.

3.14 House Design. With respect to the Houses within the Additional Property, Article 3.14 shall be deleted in its entirety.

3.15 Frontal Appearance. With respect to the Houses within the Additional Property, Article 3.15 shall be deleted in its entirety and replaced with the following:

3.15 Frontal Appearance. All Houses shall have conventional and acceptable frontal appearance from the main street fronting of said Lots. The front facade of each house must be brick, stone, or Hardiboard (or Hardiboard equivalent). Vinyl shingles may be used in gables only if approved by Developer.

3.16 Building Requirements. With respect to the Houses within the Additional Property, Article 3.16 shall be deleted in its entirety.

3.29 Natural Gas. With respect to the Houses within the Additional Property, Article 3.29 shall be deleted in its entirety.

3.30 Landscaping. With respect to the Houses within the Additional Property, Article 3.30 shall be deleted in its entirety and replaced with the following:

3.30 Landscaping. A landscape plan shall accompany every new House application to the Developer. Landscaping in accordance with the approved landscape plan must be completed when the House is built. Shrubbery plantings adjacent to roadways and trails shall not impede the vision of vehicle operators. The front yard of every new House shall be sodded. After the completion of the House, no significant changes may be made to the landscaping on a Lot without the prior written approval of the Developer or the Association.

MODIFICATION OF BYLAWS

Article II of the **Bylaws for Timber Creek Homeowners' Association, Inc.** shall be deleted in its entirety and replaced with the following:

The principal office of the Association shall be located at

1734 Dayton Boulevard,
Chattanooga, TN 37405

or at such other place either within or without the State of Tennessee, as shall be lawfully designated by the Association, or as the affairs of the Association may require from time to time.

6.02 of the **Bylaws for Timber Creek Homeowners' Association, Inc.** shall be deleted in its entirety and replaced with the following:

6.02 Annual Meeting. There shall be an annual meeting of the Association on the third Monday of October at 6:00 P.M. at such reasonable place or other time (but not more than sixty (60) days before or after such date) as may be designated by written notice by the Board delivered to the Owners not less than fifteen (15) days prior to the date fixed for said meeting. At or prior to the annual meeting, the Board shall furnish to the Owners: (1) a budget for the coming fiscal year that shall itemize the estimated Common Expenses of the coming fiscal year with the estimated allocation thereof to each Owner; and (2) a statement of the Common Expenses itemizing receipts and disbursements for the previous year, and if then available, for the current fiscal year, together with the allocation thereof to each Owner. Within ten (10) days after the annual meeting, the budget statement shall be delivered to the Owners who were not present at the annual meeting if not previously provided. The Developer, or its successors or assigns, for a period of ten (10) years after the date on which the first Board is elected to succeed the Developer pursuant to Section 5.02 hereof shall have the right to approve or disapprove the budget for the coming year.

MISCELLANEOUS PROVISIONS

3.15.1 Approval of Builders. Pratt Homebuilders, LLC, Pratt Homebuilders II, LLC, and their affiliates are hereby approved as Builders. As such, each entity is approved to engage in the process of constructing and reselling Units on any Lots owned by said entity.

3.15.2 Consent to Use of "Timber Creek". Original Declarant, by surrendering all rights and interests in the Development has given its consent to New Declarant to use the words "Timber Creek" in any printed or promotional material in any manner that New Declarant deems fit. Said right is now the exclusive right of New Declarant.

3.15.3 Severability. Should any covenant or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Third Amendment be declared void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable, and which shall remain in full force and effect.

3.15.4 Captions. The captions herein are inserted only as a matter of convenience and for reference and are in no way intended to define, limit or describe the scope of this Third Amendment nor any provision hereof.

3.15.5 Interpretation. The provisions of this Third Amendment shall be liberally construed to effectuate their purpose. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

3.15.6 Governing Law. This Third Amendment is made in the State of Tennessee, and any question pertaining to its validity, enforceability, construction, or administration shall be determined in accordance with the laws of that State.

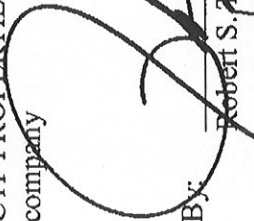
3.15.7 Effective Date. This Third Amendment (Phases 2 and 3) shall become effective upon its recording in the Register of Deeds' Office of Bradley County, Tennessee.

[Signatures on Following Page]

IN WITNESS WHEREOF, the undersigned hereto have executed this Third Amendment as of the dates below written.

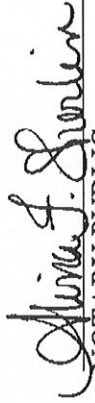
NEW DECLARANT :

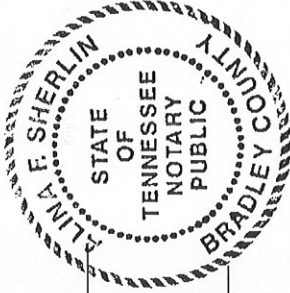
CTP PROPERTIES, LLC, a Tennessee limited liability company

By:  Robert S. Thompson
Date: 12/30/15

STATE OF TENNESSEE
COUNTY OF BRADLEY

Sworn to and subscribed before me this 30th day of Dec., 2015.


NOTARY PUBLIC



My Commission Expires: 8/13/16

Exhibit "A"

"Additional Property" Being Made Subject To The Declaration And This Third Amendment

Located in the First Civil District of Bradley County, Tennessee, to-wit:

[Description to be supplied]

The source of New Declarant's title to the above-described property is that certain deed recorded in Book 2232, Page 668 in the Register's Office of Bradley County, Tennessee. The property above is shown on that certain plat recorded in Plat Book 29, Page 118 in the Register's Office of Bradley, County, Tennessee.

NOTWITHSTANDING THE FOREGOING LEGAL DESCRIPTION, THE PROPERTY DESCRIBED IN THIS EXHIBIT "A" SHALL NOT INCLUDE ANY PROPERTY DESCRIBED AS LOTS 1 THROUGH 27 AS SHOWN ON THAT CERTAIN PLAT RECORDED IN PLAT BOOK 22 PAGE 23 IN THE REGISTER'S OFFICE OF BRADLEY COUNTY, TENNESSEE.