

Prepared by and Return to:  
Melody W. Oliver, Attorney  
Glankler Brown  
6000 Poplar Avenue, Suite 100  
Memphis, TN 38119

**THIRD AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
ALMADALE FARMS P.D.**

**THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ALMADALE FARMS P.D.** (hereafter "Declaration"), made this \_\_\_\_ day of \_\_\_\_\_, 2001, by **Almadale Farms**, a Tennessee general partnership (hereafter "Declarant").

**WITNESSETH:**

**WHEREAS**, a Declaration of Covenants, Conditions and Restrictions for Almadale Farms P.D. was filed of record on June 26, 1995, at Instrument No. FD 3870, as amended by First Amendment of record at Instrument No. FR 6003 and Second Amendment at Instrument No. JP 7898, all in the Register's Office of Shelby County, Tennessee; and

**WHEREAS**, Declarant reserved the right in the Declaration to expand the Property as said term is defined therein; and

**WHEREAS**, Declarant desires 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, in Plat Book 168, Page 2 for Phase 5 and in Plat Book 182, Page 70 for Phase 6 of the property, all in the Register's Office of Shelby County, Tennessee ("Plat" or "Plats").

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

1. The fourth paragraph on page 1 of the Declaration is further 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, in Plat Book 154, Page 77, for Phase 2, in Plat Book 168, Page 2 for Phase 5 and in Plat Book 182, Page 70 for Phase 6 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 182 through 216, inclusive, as shown on Exhibit "B-3" attached hereto."

3. In Article V, Section 1, as amended, 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 and B on the plat attached hereto as Exhibit "B-3"."

4. In Article V, Section 2(b), as amended, the first sentence is deleted and the following sentence is substituted therefor: "As shown on Exhibits "B", "B-1", "B-2" and "B-3" attached hereto, there will be two hundred sixteen (216) residential Lots".

5. The fifth line of Article VI, Section 2, as amended, is amended by deleting the word "(1/181st)" and substituting the word "(1/216th)" therefor.

6. Article VII, Section 1 is amended to provide that as to Phase 6 only, the Architectural Control Committee is composed of Reggie Garner, Palmer Albertine & Erich Tucker.

7. The first paragraph of Article VII, Section 2 is amended by adding the following:

"All elevations for improvements to be built on Lots in Phase 6 only must be prepared by one of the following architects or architectural firms:

Lavelle Walker Residential Designers  
Looney Ricks Kiss Architects, Inc.  
John Millard, Jr.  
Brad Shapiro

Provided, however, if a Lot Owner desires to use a different architect, he may do so, provided he submits his request in writing to the Architectural Control Committee and the members of the Committee unanimously agree to allow a different architect.

Each Lot in Phase 6 is required to have a hedge row between the curb and the sidewalk. Each owner is required to maintain said

hedge row and replace any dead or dying plants. The hedge rows must be kept at a uniform height."

8. In Article VIII, Section 1, as amended, the words "Lots 1 through 181" are hereby deleted and the words "Lots 1 through 216" are substituted therefor.

9. In Article VIII, Section 2(b), as amended, the words "Exhibit "B", "B-1" and "B-2" are hereby deleted and the words "Exhibits "B", "B-1", "B-2" and "B-3" are substituted therefor.

10. The legal description set forth on Exhibit A of the Declaration is further 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.

**Parcel 4:** Lots 182-216 Almadale Farms P.D., Phase 6, Parcel 4, as shown on plat of record in Plat Book 182, Page 70 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-3 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 6 shall have all the rights and obligations granted to an Owner under the terms of said Declaration.

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

**ALMADALE FARMS**, a Tennessee general partnership

By: \_\_\_\_\_  
David P. Halle, Jr., Managing Partner

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 \_\_\_\_\_, 2001.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

**JOINDER OF OWNER**

Riverbirch Homes, LLC, the owner of Lots 195, 196, 204 and 209, Almadale Farms P.D., Phase 6, as more particularly described in the foregoing Declaration of Covenants, Conditions and Restrictions, joins in submitting said property to the said Declaration of Covenants, Conditions and Restrictions.

**RIVERBIRCH HOMES, LLC**

By: \_\_\_\_\_  
Reggie Garner, Chief Manager

STATE OF TENNESSEE

COUNTY OF SHELBY

Before me, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared REGGIE GARNER, with whom I am personally acquainted, and who upon oath acknowledged himself to be the Chief Manager of RIVERBIRCH HOMES, LLC, a Tennessee limited liability company, the within named bargainor, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such officer.

WITNESS my hand and Notarial Seal at office this \_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

**JOINDER OF OWNER**

Inglewood Homes, LLC, the owner of Lot 185, 198, 199 and 207, Almadale Farms P.D., Phase 6, as more particularly described in the foregoing Declaration of Covenants, Conditions and Restrictions, joins in submitting said property to the said Declaration of Covenants, Conditions and Restrictions.

**INGLEWOOD HOMES, LLC**

By: \_\_\_\_\_  
Erich Tucker,  
Chief Manager

STATE OF TENNESSEE

COUNTY OF SHELBY

Before me, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared ERICH TUCKER, with whom I am personally acquainted, and who upon oath acknowledged himself to be the Chief Manager of INGLEWOOD HOMES, LLC, a Tennessee limited liability company, the within named bargainor, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such officer.

WITNESS my hand and Notarial Seal at office this \_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

**JOINDER OF OWNER**

Albertine Company, LLC, the owner of Lots 182, 183, 190, 193, 201, 202, 203, 211, 212, 215 and 216, Almadale Farms P.D., Phase 6, as more particularly described in the foregoing Declaration of Covenants, Conditions and Restrictions, joins in submitting said property to the said Declaration of Covenants, Conditions and Restrictions.

**ALBERTINE COMPANY, LLC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TENNESSEE

COUNTY OF SHELBY

Before me, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared \_\_\_\_\_, with whom I am personally acquainted, and who upon oath acknowledged himself to be the \_\_\_\_\_, of ALBERTINE COMPANY, LLC, a Tennessee limited liability company, the within named bargainor, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

WITNESS my hand and Notarial Seal at office this \_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

**JOINDER OF OWNER**

Peeper-Sklar, LLC, the owner of Lots 184, 192, 197, 200, 206 and 213, Almadale Farms P.D., Phase 6, as more particularly described in the foregoing Declaration of Covenants, Conditions and Restrictions, joins in submitting said property to the said Declaration of Covenants, Conditions and Restrictions.

**PEEPER-SKLAR, LLC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TENNESSEE

COUNTY OF SHELBY

Before me, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared \_\_\_\_\_, with whom I am personally acquainted, and who upon oath acknowledged himself to be the \_\_\_\_\_, of PEEPER-SKLAR, LLC, a Tennessee limited liability company, the within named bargainer, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

WITNESS my hand and Notarial Seal at office this \_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_



**JOINDER OF OWNER**

Yancey Home Builders, LLC, the owner of Lots 186, 187 and 188, Almadale Farms P.D., Phase 6, as more particularly described in the foregoing Declaration of Covenants, Conditions and Restrictions, joins in submitting said property to the said Declaration of Covenants, Conditions and Restrictions.

**YANCEY HOME BUILDERS, LLC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TENNESSEE

COUNTY OF SHELBY

Before me, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared \_\_\_\_\_, with whom I am personally acquainted, and who upon oath acknowledged himself to be the \_\_\_\_\_, of YANCEY HOME BUILDERS, LLC, a Tennessee limited liability company, the within named bargainer, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

WITNESS my hand and Notarial Seal at office this \_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

**JOINDER OF OWNER**

Jerry Stewart and wife, Lindsey Stewart, the owners of Lot 214, Almadale Farms P.D., Phase 6, as more particularly described in the foregoing Declaration of Covenants, Conditions and Restrictions, join in submitting said property to the said Declaration of Covenants, Conditions and Restrictions.

\_\_\_\_\_  
Name: Jerry Stewart

\_\_\_\_\_  
Name: Lindsey Stewart

STATE OF TENNESSEE  
COUNTY OF SHELBY

Personally appeared before me, \_\_\_\_\_, a Notary Public, Jerry Stewart, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this \_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF SHELBY

Personally appeared before me, \_\_\_\_\_, a Notary Public, Lindsey Stewart, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this \_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

**JOINDER OF OWNER**

Michael Dusseault and wife, Susan Dusseault, the owners of Lot 191, Almadale Farms P.D., Phase 6, as more particularly described in the foregoing Declaration of Covenants, Conditions and Restrictions, join in submitting said property to the said Declaration of Covenants, Conditions and Restrictions.

\_\_\_\_\_  
Name: Michael Dusseault

\_\_\_\_\_  
Name: Susan Dusseault

STATE OF TENNESSEE  
COUNTY OF SHELBY

Personally appeared before me, \_\_\_\_\_, a Notary Public, Michael Dusseault, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this \_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF SHELBY

Personally appeared before me, \_\_\_\_\_, a Notary Public, Susan Dusseault, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this \_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

**JOINDER OF OWNER**

Michael Myers and wife, Patricia Myers, the owners of Lot 205, Almadale Farms P.D., Phase 6, as more particularly described in the foregoing Declaration of Covenants, Conditions and Restrictions, join in submitting said property to the said Declaration of Covenants, Conditions and Restrictions.

\_\_\_\_\_  
Name: Michael Myers

\_\_\_\_\_  
Name: Patricia Myers

STATE OF TENNESSEE  
COUNTY OF SHELBY

Personally appeared before me, \_\_\_\_\_, a Notary Public, Michael Myers, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this \_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF SHELBY

Personally appeared before me, \_\_\_\_\_, a Notary Public, Patricia Myers, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this \_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:



**JOINDER OF OWNER**

David Anderson and wife, Gina Anderson, the owners of Lot 208, Almadale Farms P.D., Phase 6, as more particularly described in the foregoing Declaration of Covenants, Conditions and Restrictions, join in submitting said property to the said Declaration of Covenants, Conditions and Restrictions.

\_\_\_\_\_  
Name: David Anderson

\_\_\_\_\_  
Name: Gina Anderson

STATE OF TENNESSEE  
COUNTY OF SHELBY

Personally appeared before me, \_\_\_\_\_, a Notary Public, David Anderson, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this \_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF SHELBY

Personally appeared before me, \_\_\_\_\_, a Notary Public, Gina Anderson, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this \_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

**JOINDER OF OWNER**

James Brawner and wife, Sharon Brawner, the owners of Lot 194, Almadale Farms P.D., Phase 6, as more particularly described in the foregoing Declaration of Covenants, Conditions and Restrictions, join in submitting said property to the said Declaration of Covenants, Conditions and Restrictions.

\_\_\_\_\_  
Name: James Brawner

\_\_\_\_\_  
Name: Sharon Brawner

STATE OF TENNESSEE  
COUNTY OF SHELBY

Personally appeared before me, \_\_\_\_\_, a Notary Public, James Brawner, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this \_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF SHELBY

Personally appeared before me, \_\_\_\_\_, a Notary Public, Sharon Brawner, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this \_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

**JOINDER OF OWNER**

Michael Roll and wife, Lynne Roll, the owners of Lot 189, Almadale Farms P.D., Phase 6, as more particularly described in the foregoing Declaration of Covenants, Conditions and Restrictions, join in submitting said property to the said Declaration of Covenants, Conditions and Restrictions.

\_\_\_\_\_  
Name: Michael Roll

\_\_\_\_\_  
Name: Lynne Roll

STATE OF TENNESSEE  
COUNTY OF SHELBY

Personally appeared before me, \_\_\_\_\_, a Notary Public, Michael Roll, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this \_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

STATE OF TENNESSEE  
COUNTY OF SHELBY

Personally appeared before me, \_\_\_\_\_, a Notary Public, Lynne Roll, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this \_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:



\_\_\_\_\_

**JOINDER OF OWNER**

Lilia Mason, the owner of Lot 210, Almadale Farms P.D., Phase 6, as more particularly described in the foregoing Declaration of Covenants, Conditions and Restrictions, join in submitting said property to the said Declaration of Covenants, Conditions and Restrictions.

\_\_\_\_\_  
Name: Lilia Mason

STATE OF TENNESSEE  
COUNTY OF SHELBY

Personally appeared before me, \_\_\_\_\_, a Notary Public, Lilia Mason, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this \_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_