

This document is being rerecorded to reflect the original signatures of T. J. Oden and Eija Oden.

DZ 1613
DX 1619 / 18

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF SOUTH BLUFFS HOMEOWNERS ASSOCIATION, INC.

15
JF 1175

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This First Amendment made on this 7th day of October, 1993 by South Bluffs Development Associates, a Tennessee general partnership, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the developer of certain Property in Shelby County, Tennessee which is subject to the Declaration of Covenants, Conditions and Restrictions of South Bluffs Homeowners Association, Inc., of record as Instrument No. BS 5626 in the Register's Office of Shelby County, Tennessee "the Declaration"; and

WHEREAS, Declarant, pursuant to its rights and powers set forth in the Declaration has now developed an additional portion of the Property and has filed Final Plans of said Property which refer to the additional Property as Phases 2 and 3 of South Bluffs Planned Development, which Final Plans are of record as Instrument CL 6159, in Plat Book 136, Page 9 and Instrument DL 4283, in Plat Book 141, Page 29, respectively in the Register's Office Shelby County, Tennessee. The Property shown thereon shall be governed by and subject to the Declaration. A copy of the Final Plans of Phases 2 and 3 are attached hereto as Exhibits A and B respectively; and

WHEREAS, Declarant desires to amend the Declaration by substituting in the place of Exhibits F and G thereto Exhibits C and D respectively which are attached hereto; and

WHEREAS, the Declaration provides that it can be amended by property owners, including Declarant, holding 67% of the total votes allocated to the Homeowners Association, except that any amendment changing the assessment applicable to a Lot shall be approved by the owner of the Lot; and

WHEREAS, the undersigned, including Declarant, constitute in excess of 67% of the property owners and all of the owners of Lots of the Property affected by this Amendment.

NOW, THEREFORE, Declarant and the undersigned affected Lot owners hereby amend the Declaration in accordance with the provisions set forth hereinabove.

IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the day and year first above written.

This document is being re-recorded to correctly reflect the name of the Declarant as South Bluffs Development Associates, a Tennessee General Partnership.

THE SOUTH BLUFFS, a joint venture consisting of:

H. T. Devco, Inc., a Tennessee corporation, joint venturer

By: [Signature]
Title: Managing President

By: R & D PROPERTIES, INC., a Tennessee Corporation, joint Venturer

By: George P. [Signature]
Title: President

By: BELZ/SOUTH BLUFFS, INC., a Tennessee Corporation, joint venturer

By: [Signature]
Title: V.P.

[Signature]
Jack Streete

[Signature]
Gail Patterson Corrington-Streete

[Signature]
T. J. Oden

[Signature]
Eija Oden

[Signature]
Douglas C. Lemmon

Kevin G. Kane
Kevin G. Kane

Patrick W. Halloran, III
Patrick W. Halloran, III

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me the undersigned, a Notary Public of the state and county aforesaid, personally appeared Henry M Turkey Jr with whom I am personally acquainted, and who, upon oath acknowledged himself to be the President of H. T. Devco, Inc. as a joint venturer of The South Bluffs Joint Venture and that such instrument was executed by H. T. Devco, Inc. as a joint venturer of The South Bluffs Joint Venture and that he as such President of H. T. Devco, Inc., being authorized so to do, executed the foregoing instrument for the purposes therein contained, on behalf of and as the free act and deed of H. T. Devco, Inc. by signing the name of H. T. Devco, Inc.

WITNESS my hand and seal, at office in Memphis, Shelby, Cty
this 21st day of April, 1993.

Cynthia R [Signature]
Notary Public

My commission expires:
2/15/95

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me the undersigned, a Notary Public of the state and county aforesaid, personally appeared George Poteat, with whom I am personally acquainted, and who, upon oath acknowledged himself to be the President of R & D Properties, Inc. as a joint venturer of The South Bluffs Joint Venture and that such instrument was executed by R & D Properties, Inc. as a joint venturer of The South Bluffs Joint Venture and that he as such President of R & D Properties, Inc., being authorized so to do, executed the foregoing instrument for the purposes therein contained, on behalf of and as the free act and deed of R & D Properties, Inc. by signing the name of R & D Properties, Inc.

WITNESS my hand and seal, at office in Shelby County, this 23rd day of April, 1993.

Cynthia R. [Signature]
Notary Public

My commission expires:
2/15/95

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me the undersigned, a Notary Public of the state and county aforesaid, personally appeared Tomie Williams, with whom I am personally acquainted, and who, upon oath acknowledged himself to be the Vice President of Belz/South Bluffs, Inc. as a joint venturer of The South Bluffs Joint Venture and that such instrument was executed by Belz/South Bluffs, Inc. as a joint venturer of The South Bluffs Joint Venture and that he as such Vice-President of Belz/South Bluffs, Inc., being authorized so to do, executed the foregoing instrument for the purposes therein contained, on behalf of and as the free act and deed of Belz/South Bluffs, Inc. by signing the name of Belz/South Bluffs, Inc.

WITNESS my hand and seal, at office in Shelby County, this 2nd day of May, 1993.

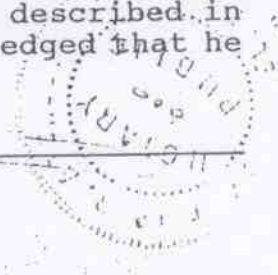
Cynthia R. [Signature]
Notary Public

My commission expires:
2/15/95

STATE OF TENNESSEE
COUNTY SHELBY

On this 11th day of June, 1993,
personally appeared Jack Streete, to me know (or proved to me on
the basis of satisfactory evidence) to be the person described in
and who executed the foregoing instrument, and acknowledged that he
executed the same as his free act and deed.

Cynthia R Mc
Notary Public



My commission expires:
2/15/95

STATE OF TENNESSEE
COUNTY SHELBY

On this 16th day of June, 1993,
personally appeared Gail Patterson Corrington-Streete, to me know
(or proved to me on the basis of satisfactory evidence) to be the
person described in and who executed the foregoing instrument, and
acknowledged that she executed the same as her free act and deed.

Cynthia R Mc
Notary Public



My commission expires:
2/15/95

State of Tennessee
COMMONWEALTH OF VIRGINIA
COUNTY OF Shelby

On this 8th day of November, 1993,
personally appeared T. J. Oden, to me know (or proved to me on the
basis of satisfactory evidence) to be the person described in and
who executed the foregoing instrument, and acknowledged that he
executed the same as his free act and deed.

Cynthia R Mc
Notary Public



My commission expires:
2/15/95

State of Tennessee
~~COMMONWEALTH OF VIRGINIA~~
COUNTY OF Shelby

On this 8th day of November, 1993,
personally appeared Eija Oden, to me know (or proved to me on the
basis of satisfactory evidence) to be the person described in and
who executed the foregoing instrument, and acknowledged that she
executed the same as her free act and deed.

Cynthia R. Mason
Notary Public

My commission expires:
2/15/95

STATE OF TENNESSEE
COUNTY SHELBY

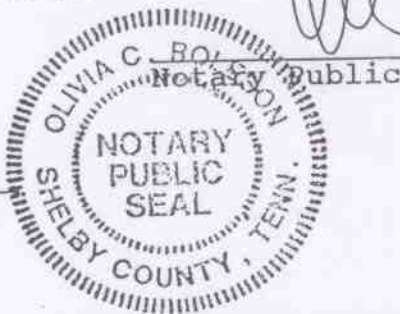
On this 30th day of June, 1993,
personally appeared Douglas C. Lemmon, to me know (or proved to me
on the basis of satisfactory evidence) to be the person described
in and who executed the foregoing instrument, and acknowledged that
he executed the same as his free act and deed.

Cynthia R. Mason
Notary Public

My commission expires:
2/15/95

STATE OF TENNESSEE
COUNTY SHELBY

On this 14th day of April, 1993,
personally appeared Kevin G. Kane, to me know (or proved to me on
the basis of satisfactory evidence) to be the person described in
and who executed the foregoing instrument, and acknowledged that he
executed the same as his free act and deed.



My commission expires:

My Commission Expires February 27, 1996

STATE OF TENNESSEE
COUNTY SHELBY

On this 30th day of August, 1993,
personally appeared Patrick W. Halloran, III, to me know (or proved
to me on the basis of satisfactory evidence) to be the person
described in and who executed the foregoing instrument, and
acknowledged that he executed the same as his free act and deed.

Cynthia R [Signature]
Notary Public

My commission expires:
2/15/94

Carey Hoffman
CAREY HOFFMAN

Guy Reel
GUY REEL

STATE OF TENNESSEE
COUNTY OF SHELBY

On this 9th day of September, 1993, personally appeared Carey Hoffman and Guy Reel, to me known (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Cynthia R. [Signature]
NOTARY PUBLIC

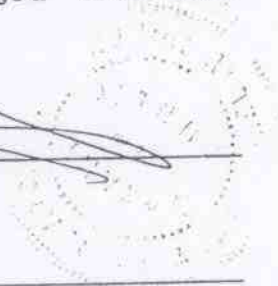
My commission expires: 2/15/95

Joyce M. Blackmon
JOYCE BLACKMON

STATE OF TENNESSEE
COUNTY OF SHELBY

On this 4th day of October, 1993, personally appeared Joyce Blackmon, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Cynthia R. [Signature]
NOTARY PUBLIC



My commission expires: 2/15/95

EXHIBIT C
(SCHEDULE OF ASSESSMENTS)

LOTS

POINTS PER LOT

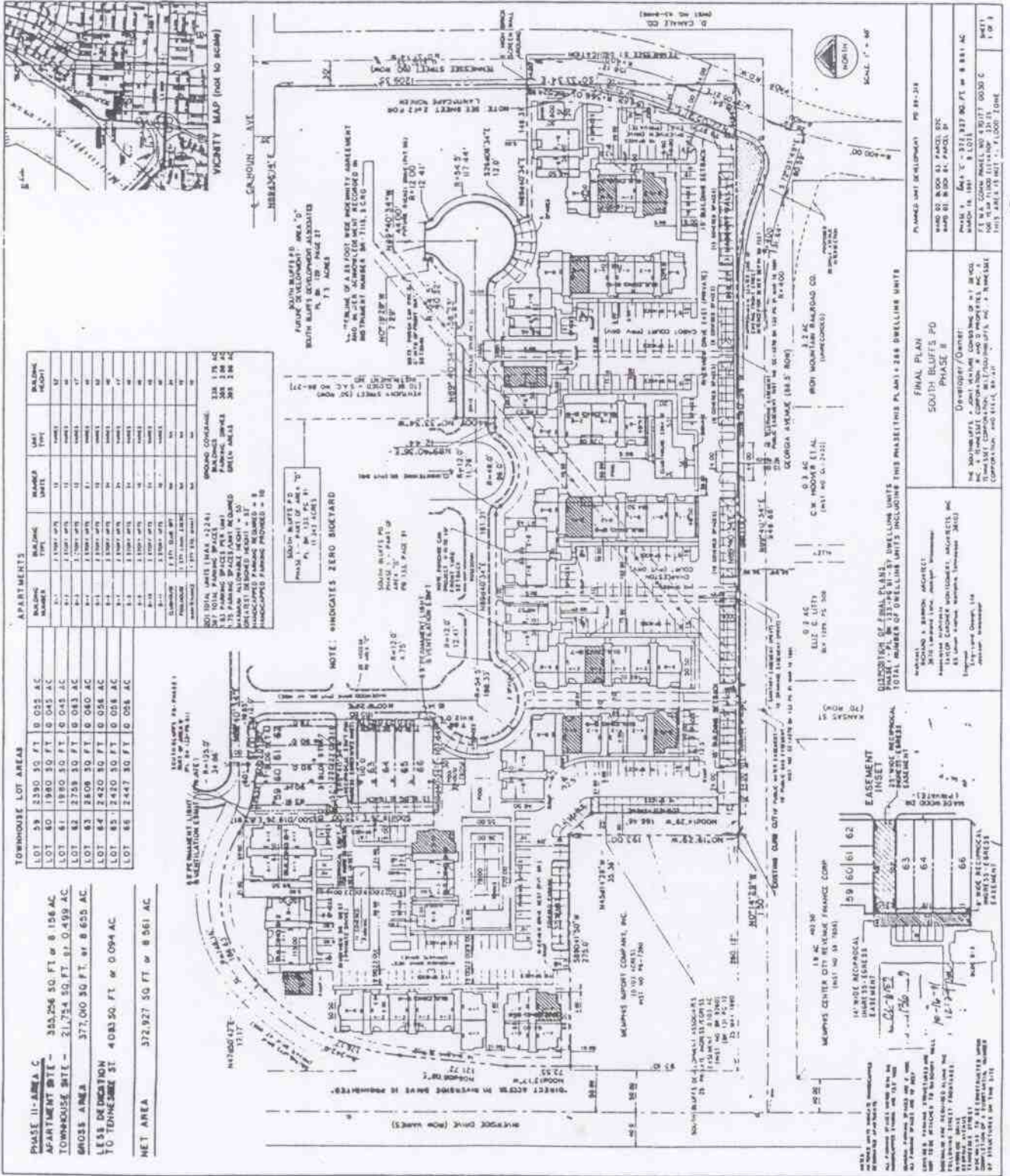
68	20 pts.
71, 76	12 pts.
1-13, 72-75	10 pts.
69-70, 77-78	7 pts.
14-27, 79-82	6 pts.
28-41, 52-58, 90-96	4 pts.
43-50, 59-66, 83-89	3 pts.

Assessment points for lot 67 are to be determined by Declarant and added by amendment. There are no Lots 42 and 51.

EXHIBIT D
MINIMUM SQUARE FOOTAGE

<u>LOT NOS.</u>	<u>SQUARE FOOTAGE</u>
1-13, 71-76	2,750
14-27, 79-82	2,400
69-70, 77-78	2,200
28-41, 52-58, 90-96	1,400
43-51, 59-66, 83-89	1,200

There are no Lots 42 and 51. Lots 67 and 68 do not have minimum square footage requirements.



APARTMENTS

APARTMENT NUMBER	APARTMENT TYPE	UNIT	FINISH	AREA
1	1 BR	1	1	1
2	1 BR	1	1	1
3	1 BR	1	1	1
4	1 BR	1	1	1
5	1 BR	1	1	1
6	1 BR	1	1	1
7	1 BR	1	1	1
8	1 BR	1	1	1
9	1 BR	1	1	1
10	1 BR	1	1	1
11	1 BR	1	1	1
12	1 BR	1	1	1
13	1 BR	1	1	1
14	1 BR	1	1	1
15	1 BR	1	1	1
16	1 BR	1	1	1
17	1 BR	1	1	1
18	1 BR	1	1	1
19	1 BR	1	1	1
20	1 BR	1	1	1
21	1 BR	1	1	1
22	1 BR	1	1	1
23	1 BR	1	1	1
24	1 BR	1	1	1
25	1 BR	1	1	1
26	1 BR	1	1	1
27	1 BR	1	1	1
28	1 BR	1	1	1
29	1 BR	1	1	1
30	1 BR	1	1	1
31	1 BR	1	1	1
32	1 BR	1	1	1
33	1 BR	1	1	1
34	1 BR	1	1	1
35	1 BR	1	1	1
36	1 BR	1	1	1
37	1 BR	1	1	1
38	1 BR	1	1	1
39	1 BR	1	1	1
40	1 BR	1	1	1
41	1 BR	1	1	1
42	1 BR	1	1	1
43	1 BR	1	1	1
44	1 BR	1	1	1
45	1 BR	1	1	1
46	1 BR	1	1	1
47	1 BR	1	1	1
48	1 BR	1	1	1
49	1 BR	1	1	1
50	1 BR	1	1	1
51	1 BR	1	1	1
52	1 BR	1	1	1
53	1 BR	1	1	1
54	1 BR	1	1	1
55	1 BR	1	1	1
56	1 BR	1	1	1
57	1 BR	1	1	1
58	1 BR	1	1	1
59	1 BR	1	1	1
60	1 BR	1	1	1
61	1 BR	1	1	1
62	1 BR	1	1	1
63	1 BR	1	1	1
64	1 BR	1	1	1
65	1 BR	1	1	1
66	1 BR	1	1	1
67	1 BR	1	1	1
68	1 BR	1	1	1
69	1 BR	1	1	1
70	1 BR	1	1	1
71	1 BR	1	1	1
72	1 BR	1	1	1
73	1 BR	1	1	1
74	1 BR	1	1	1
75	1 BR	1	1	1
76	1 BR	1	1	1
77	1 BR	1	1	1
78	1 BR	1	1	1
79	1 BR	1	1	1
80	1 BR	1	1	1
81	1 BR	1	1	1
82	1 BR	1	1	1
83	1 BR	1	1	1
84	1 BR	1	1	1
85	1 BR	1	1	1
86	1 BR	1	1	1
87	1 BR	1	1	1
88	1 BR	1	1	1
89	1 BR	1	1	1
90	1 BR	1	1	1
91	1 BR	1	1	1
92	1 BR	1	1	1
93	1 BR	1	1	1
94	1 BR	1	1	1
95	1 BR	1	1	1
96	1 BR	1	1	1
97	1 BR	1	1	1
98	1 BR	1	1	1
99	1 BR	1	1	1
100	1 BR	1	1	1

TOWNHOUSE LOT AREAS

LOT	AREA	AREA
LOT 59	3390.50 FT	0.05 AC
LOT 60	1980.50 FT	0.04 AC
LOT 61	1890.50 FT	0.04 AC
LOT 62	2758.50 FT	0.05 AC
LOT 63	2808.50 FT	0.05 AC
LOT 64	2420.50 FT	0.05 AC
LOT 65	2420.50 FT	0.05 AC
LOT 66	2447.50 FT	0.05 AC

PHASE II - AREA C
APARTMENT SITE - 385,256 SQ. FT. @ 8.156 AC.
TOWNHOUSE SITE - 21,754 SQ. FT. @ 0.499 AC.
GROSS AREA - 377,010 SQ. FT. @ 8.655 AC.
LESS DEDICATION TO TENNESSEE ST. - 4083.50 FT. @ 0.094 AC.
NET AREA - 372,927 SQ. FT. @ 8.561 AC.

PLANNED UNIT DEVELOPMENT
 PHASE II
 SOUTH BLUFFS PD
 DEVELOPER/OWNER
 SOUTH BLUFFS POLICE DEPARTMENT

FINAL PLAN
 SOUTH BLUFFS PD
 PHASE II
 DEVELOPER/OWNER
 SOUTH BLUFFS POLICE DEPARTMENT

DESCRIPTION OF FINAL PLAN
 SOUTH BLUFFS PD PHASE II UNIT DEVELOPMENT
 TOTAL NUMBER OF DWELLING UNITS INCLUDING THIS PHASE II PLAN - 288 DWELLING UNITS

NOTICE: THIS PLAN IS A PRELIMINARY PLAN AND IS SUBJECT TO THE REVIEW AND APPROVAL OF THE CITY OF MEMPHIS. THE CITY ENGINEER'S REVIEW IS LIMITED TO TECHNICAL MATTERS AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

