

Southland  
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This Instrument prepared by:  
Judy S. Wells, Attorney  
7101 Executive Center Drive, Suite 151  
Brentwood, TN 37027

**SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS  
AND OWNERS ASSOCIATION FOR MCKAY'S MILL**

**(Clarification of Subsection IX)**

This Supplementary Declaration made this 29th day of October, 2004 by Jones Land Company, LLC, a Tennessee limited liability company (hereinafter referred to as "Declarant").

**W I T N E S S E T H**

WHEREAS, Jones Land Company, LLC was designated as Declarant under the Declaration of Protective Covenants and Owners Association for Reunion (now McKay's Mill) as of record in Book 1649, page 349, and amended in Book 1833, page 395, Register's Office for Williamson County, Tennessee (the "Declaration"); and

WHEREAS, pursuant to Article XI of the Declaration, Declarant has the unilateral right to amend the Declaration, from time to time; and

WHEREAS, Declarant desires to clarify certain language in the Declaration and to add language which is required by the Milcrofton Utility District.

NOW THEREFORE, for and in consideration of the premises and pursuant to the terms of the Declaration, Declarant hereby amends, corrects and clarifies as follows:

1. Declarant hereby declares that the following language shall be added to Article IX, Section 9.16:

"Milcrofton Utility District (Milcrofton) has unrestricted access to its water system improvements located within its exclusive water line easements within the Development. In the event that landscaping, fencing or other structures are installed or placed within a Milcrofton easement, Milcrofton shall have the right to remove any such landscaping, fencing or other structure placed within the easement as may be necessary in order for Milcrofton to repair, maintain or replace its lines, valves, appliances, fittings or other water facilities which are now, or in the future may be, located within the easement, without obtaining any further permission from Declarant, subsequent property owners or the Association. The owner of the property, whether that is the Declarant, the Association or the individual homeowner, at its sole expense, shall be responsible for repairing or replacing any such landscaping, fencing or other structures which may be removed or disturbed by Milcrofton."

IN WITNESS WHEREOF, this Supplemental Declaration has been executed by Declarant as of the day and year first written above.

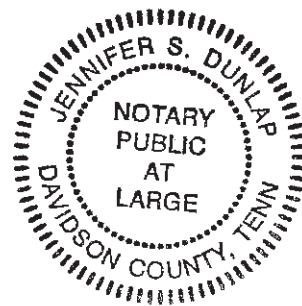
Jones Land Company, LLC  
By: [Signature]  
Daniel E. Crunk, Director of Land Development

STATE OF TENNESSEE  
COUNTY OF WILLIAMSON

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Daniel E. Crunk, with whom I am personally acquainted and who upon his/her oath(s) acknowledged himself to be the Director of Land Development for Jones Land Company, LLC, a Tennessee limited liability company, and that he as such Director of Land Development, being authorized so to do, executed the foregoing instrument for the purposes therein contained be signing the name of the limited liability company by the said Daniel E. Crunk, as such Director of Land Development.

Witness my hand and official seal at office at Franklin, Tennessee, on this the 29 day of October, 2004.

My commission expires: 7/30/05 [Signature]  
Notary Public



BK/PG: 3400/493-494

04051932

RESTRICTIONS	
11/05/2004 10:09 AM	
BATCH	32568
MTG TAX	0.00
TRN TAX	0.00
REC FEE	10.00
DP FEE	2.00
REG FEE	0.00
TOTAL	12.00

STATE of TENNESSEE, WILLIAMSON COUNTY

SADIE WADE  
REGISTER OF DEEDS