

Prepared By: Tellico Lake Properties, LP.
Upon Recording Return To:
100 Rarity Bay Parkway,
Vonore, TN 37885

STATE OF TENNESSEE, LOUDON COUNTY
TRACIE LITTLETON
REGISTER OF DEEDS

BK/PG: T1131/553-556

12002479



4 PGS : AL - AMENDED RESTRICTIONS	
TAMMY BATCH: 89165	
03/29/2012 - 12:31:37 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	20.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	22.00

AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR RARITY BAY; AMENDMENT TO BYLAWS OF RARITY BAY COMMUNITY ASSOCIATION, INC.; ASSIGNMENT & ASSUMPTION OF DECLARANT RIGHTS AND OBLIGATIONS UNDER GOVERNING DOCUMENTS; AND DESIGNATION OF DECLARANT

THIS INSTRUMENT made as of the 27th day of March, 2012, by Rarity Management Company, LLC, a Tennessee limited liability company ("RMC") and Tellico Lake Properties, L.P., a Tennessee limited partnership ("TLP").

RECITALS:

A. TLP has prepared and filed of record that certain Master Declaration of Covenants, Conditions and Restrictions for Rarity Bay recorded in Trust Book 444, Page 248, and noted in Book V, Page 232, in the office of the Register of Deeds, Loudon County, Tennessee, and in Book M112, Page 323, and noted in Book 43, Page 232, in the Office of the Register of Deeds, Monroe County, Tennessee (which, as amended and supplemented of record, is hereinafter referred to as the "Master Declaration").

B. TLP has prepared and filed of record that certain Amendment to the Master Declaration of Covenants, Conditions and Restrictions for Rarity Bay, Amendment to By-Laws of the Rarity Bay Community Association, Inc.; Assignment & Assumption of Declarant Rights and Obligations under Governing Documents; Designation of Declarant recorded in Trust Book T1057, Pages 890-893, in the office of the Register of Deeds, Loudon County, Tennessee, and in Book M208, Pages 715-718 in the Register of Deeds, Monroe County, Tennessee (which, as amended and supplemented of record, is herein after referred to as Amendment to the Master Declaration and By-Laws of the Rarity Bay Community Association, Inc. – Assignment and Assumption of Declarant Rights and Obligations Under Governing Documents to Rarity Management Company, LLC, effective date January, 25, 2010) and;

C. Section 13.2(a) of the Master Declaration states, in pertinent part, "Until the end of the Development Period, the Declarant may unilaterally amend this Declaration for any purpose." The Development Period has not expired, and RMC, as the Declarant, desires to amend the Master Declaration as herein provided.

D. The By-Laws of Rarity Bay Community Association, Inc. (the "By-Laws") are recorded in Trust Book 979, page 216, in the office of the Register of Deeds of Loudon, County, Tennessee, and in Book M192, page 481, in the office of the Register of Deeds for Monroe County, Tennessee. Section 13.10 (a) of the By-Laws states, in pertinent part, "Until the termination of the Development Period, the Declarant may unilaterally amend these

By-Laws for any purpose." The Development Period has not expired, and RMC, as the Declarant, as so amended and recorded in the Register of Deeds in the Loudon County and Monroe County records according to Paragraph B. above desires to amend the By-Laws as herein provided.

E. Section 11.1 of the Master Declaration states: "Any or all of the special rights and obligations of the Declarant set forth in the Governing Documents may be transferred or assigned in whole or in part to the Association or to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that which the Declarant has under this Declaration or the By-Laws. Upon any such transfer, the Declarant shall be automatically released from any and all liability arising with respect to such transferred rights and obligations. No such transfer or assignment shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Public Records." RMC and TLP desire that TLP have the special rights and obligations of the Declarant under the Governing Documents.

F. Section 1.12 of the Master Declaration as previously amended by the recording of that certain "AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR RARITY BAY; AMENDMENT TO BYLAWS OF RARITY BAY COMMUNITY ASSOCIATION, INC.; ASSIGNMENT & ASSUMPTION OF DECLARANT RIGHTS AND OBLIGATIONS UNDER GOVERNING DOCUMENTS; AND DESIGNATION OF DECLARANT", effective January 25, 2010, defines "Declarant" as follows: "Rarity Management Company, LLC, (RMC), a Tennessee limited liability company, or any successor, successor-in-title, or assign who takes title to any portion of the property described on Exhibits 'A' or 'B' for the purpose of development and/or sale and who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant; provided however, there shall be only one (1) 'Declarant' hereunder at any one time." TLP has title to part of the property described on Exhibits "A" and "B" of the Master Declaration, and RMC and TLP desire to designate TLP as the Declarant under the Master Declaration.

NOW, THEREFORE, the parties agree as follows:

1. Definitions. Capitalized terms used herein and not defined shall have the meanings given them in the Master Declaration.
2. Amendment of Master Declaration. Pursuant to its right as Declarant under the Master Declaration, RMC hereby amends the Master Declaration as follows:

Effective as of the date first written above, Section 7.8 of the Master Declaration is deleted, and the following text is inserted in lieu thereof:

7.8. Date of Commencement of Assessments. The obligation to pay assessments shall commence as to each Unit on the date on which the Unit is conveyed to, or held by, a person other than the Declarant or any Exempt Person. The first annual General Assessment and Neighborhood Assessment, if any, levied on

each Unit shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Unit. During the Development Period, this provision may not be changed without the consent of the Declarant. The term "Exempt Person" means any of the following: Rarity Management Company, LLC, a Tennessee limited liability company; Tellico Lake Properties, L.P., a Tennessee limited partnership company; American Harper Corporation, a Nevada Corporation; and any entity owned or controlled by Tellico Lake Properties, L.P., Rarity Management Company, LLC or American Harper Corporation, provided, however, that no such person shall be Exempt Person with respect to a Unit after such Unit is first improved with any residence or other building.

3. Amendment of By-Laws. Pursuant to its right so to do as Declarant under the Master Declaration, RMC hereby amends the By-Laws as follows:

All references in the By-Laws to the "Declarant" shall, from and after the date hereof, mean Tellico Lake Properties, LP, a Tennessee limited partnership company, or any successors-in-title, or assigns. Without limiting the generality of the foregoing, section 2.10 is amended to read as follows: "Declarant: Tellico Lake Properties, LP, a Tennessee limited partnership company, or any successors, successors-in-title, or assigns."

4. Assignment & Assumption; Limitations. Pursuant to Section 11.1 of the Master Declaration, and subject to the terms of this instrument, RMC hereby does transfer and assign to TLP any and all of the special rights and obligations of RMC as the Declarant set forth in the Governing Documents. TLP hereby assumes all of the obligations of the Declarant set forth in the Governing Documents; provided, however, that TLP shall have no liability for acts of the Declarant occurring prior to the date hereof. RMC is hereby released from any and all liability arising with respect to the special rights and obligations of the Declarant transferred to TLP hereunder; provided, however, that such release shall apply only with respect to liability arising from and after the date hereof, and RMC shall remain liable for acts prior to the date hereof.

5. Designation of Declarant. Pursuant to Section 1.12 of the Master Declaration, TLP is hereby designated as the Declarant under the Master Declaration.

6. Limit on Amendment. The Master Declaration is hereby amended to include the following: Notwithstanding Section 13.2 of the Master Declaration or any other provision of the Master Declaration, neither TLP nor any successor Declarant or other party shall be entitled to amend the Master Declaration as it pertains to rights of Exempt Persons under Section 7.8 of the Master Declaration without the joinder of each Exempt Person whose rights would be affected by such amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this instrument as of the date first above written.

RMC:

TLP:

RARITY MANAGEMENT COMPANY, LLC,

TELLICO LAKE PROPERTIES, LP
A Tennessee Limited Partnership
BY TELLICO COMMUNITIES, INC.
GENERAL PARTNER

Rebecca R. Jordan
Rebecca R. Jordan, Chief Manager

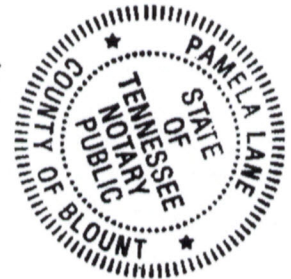
By: *Michael L. Ross*
Michael L. Ross, President

STATE OF Tennessee
COUNTY OF Blount

Before me, the undersigned notary public, of the state and county aforesaid, personally appeared Michael L. Ross, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be president of Tellico Communities, Inc., a Tennessee corporation that he acknowledged to be a general partner of Tellico Lake Properties, L.P., the within named bargainer, a limited partnership, and that he as such president, executed the foregoing instrument for the purpose therein contained, by signing the name of the limited partnership (the bargainer) by himself as president of the corporation (on behalf of the corporation as general partner of the bargainer), being authorized so to do.

WITNESS my hand and seal this 27th day of March 2012.

NOTARY PUBLIC *Pamela Lane*
My commission expires: 3/23/2015



STATE OF Tennessee
COUNTY Blount

Before me, the undersigned notary public, of the state and county aforementioned, personally appeared Rebecca R. Jordan, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be Chief Manager of Rarity Management Company, LLC, the within named bargainer, a Tennessee limited liability company, and that She as such Chief Manager, executed the foregoing instrument for the purpose therein contained, by signing the name of the company by herself as Chief Manager being authorized so to do.

WITNESS my hand and seal this 27th day of March 2012.

My commission expires: 3/23/2015
Pamela Lane
NOTARY PUBLIC

