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THIS INSTRUMENT PREPARED BY:
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Pamola L. Whitaker, Register
Sumner County Tennessee
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**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR FOXLAND PARK VILLAS
A FOXLAND NEIGHBORHOOD**

This Amendment to Declaration of Covenants, Conditions and Restrictions for Foxland Park Villas, a Foxland Neighborhood (this "Amendment") is made as of the 17th day of September, 2012, by Goodall Inc. Builders pursuant to Article II (and as Declarant under) that Declaration of Covenants, Conditions and Restrictions for Foxland Park Villas, a Foxland Neighborhood, of record in Record Book 3502, Pages 541-563, Register's Office for Sumner County, Tennessee (as amended, the "Declaration").

1. The Declaration is hereby amended by the adding to the Neighborhood the property described on Exhibit "A" attached hereto, thus bringing the same within the definition of "Property", and subjecting the same to the provisions of the Declaration.
2. Capitalized terms not specifically defined herein shall have the meanings given them in the Declaration.
3. Except as modified by this Amendment, the Declaration remains in full force and effect as executed and recorded.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to Declaration of Covenants, Conditions and Restrictions for Foxland Park Villas, a Foxland Neighborhood, to be executed by its duly authorized representative as of the date first above written.

[Signature page follows]

RET. Kay Houch

WHEREAS, the Initial Declaration was further amended and the rights of the "Developer" thereunder were partially assigned pursuant to that certain Fourth Amendment to Declaration of Covenants and Restrictions and Partial Assignment of Developer Rights, recorded in Record Book 3580, page 295, Register's Office for Sumner County, Tennessee (the "Fourth Amendment"); and

WHEREAS, the Initial Declaration was further amended and the rights of the "Developer" thereunder were partially assigned pursuant to that certain Fifth Amendment to Declaration of Covenants and Restrictions and Partial Assignment of Developer Rights, recorded in Record Book 3580, page 346, Register's Office for Sumner County, Tennessee (the "Fifth Amendment"); and

WHEREAS, the Initial Declaration was further amended and the rights of the "Developer" thereunder were partially assigned pursuant to that certain Sixth Amendment to Declaration of Covenants and Restrictions and Partial Assignment of Developer Rights, recorded in Record Book 3602, page 31, Register's Office for Sumner County, Tennessee (the "Sixth Amendment") (the Initial Declaration as amended by the Second Amendment, by the Third Amendment, by the Fourth Amendment, by the Fifth Amendment and by the Sixth Amendment is referred to hereinafter collectively as the "Declaration"); and

WHEREAS, Section 12.2.2 of the Declaration permits the Developer to amend the Declaration for the purpose of subjecting additional property to the provisions thereof without the joinder or consent of any other party other than the owner of such additional property not owned by Developer; and

WHEREAS, Oakbrook, as Developer under the Declaration, desires to further amend the Declaration to subject certain additional real property to which Oakbrook holds legal title to the provisions thereof, as set forth herein, and Foxland, the owner of the equitable interest in such real property pursuant to that certain Memorandum of Agreement of Sale and Purchase, recorded in Record Book 3385, page 68, Register's Office for Sumner County, Tennessee, joins herein for the purpose of subjecting such real property to the provisions of the Declaration; and

WHEREAS, Oakbrook desires to assign and transfer to Goodall certain of Oakbrook's rights as "Developer" under the Declaration, as set forth herein, and Goodall desires to accept such assignment and transfer, on the terms set forth herein; and

WHEREAS, Section 12.2.2 of the Declaration also permits the Developer to amend the Declaration for the purpose of designating a Neighborhood without the joinder or consent of any other party; and

WHEREAS, Goodall, in furtherance of those rights as "Developer" assigned to Goodall pursuant to subparagraph 2 to paragraph (iii) below, desires to amend the Declaration to designate certain real property as a Neighborhood, as set forth herein.

NOW, THEREFORE. for and in consideration of the premises and of the mutual agreements contained herein:

(i) Oakbrook, as holder of legal title to the property described on Exhibit A attached hereto and incorporated herein by this reference, and Foxland, as holder of equitable title to the property described on Exhibit A attached hereto and incorporated herein by this reference, hereby subject such property to the terms and provisions of the Declaration, including, without limitation, the restrictions and easements set forth in the Declaration.

(ii) Oakbrook, as "Developer" under the Declaration, hereby modifies and amends the Declaration by adding to Exhibit A thereto the real property described on Exhibit A to this Amendment, all of which is owned by Oakbrook and Foxland as described herein and all of which shall hereafter be subject to the terms and provisions of the Declaration, including, without limitation, the restrictions and easements set forth in the Declaration.

(iii) In order to allow Goodall to develop the real property described on Exhibit A to this Amendment (herein the "Additional Property") as one (1) two (2) unit lot of a minimum width of ninety (90) feet, Oakbrook hereby assigns and transfers to Goodall the following rights of Oakbrook as "Developer" with respect to the Additional Property:

1. The right, pursuant to the second sentence of the defined term "Development Plan" or "Master Plan" in Section 1.19 of the Declaration, to amend the Development Plan, but only as it pertains to the Additional Property, to change the configuration of Lots within the Additional Property, to change the number of Lots within the Additional Property, to change the mix of Lot types within the Additional Property and to increase or decrease the Common Property within the Additional Property, in each case as determined by Goodall in its sole and absolute discretion and without the approval or the joinder by any other Person, including, without limitation, any Owner; provided, however, any such amendments or changes which impact the other Property or a portion thereof, such as, by way of example and not as a limitation, an increase in the number of Lots, shall not be made by Goodall without the prior written approval of Oakbrook and Foxland, which approval shall not be unreasonably withheld, delayed or conditioned.
2. The right to designate the Additional Property or any portion thereof as a Neighborhood and the right to subject such Neighborhood to a Neighborhood Declaration and the right to create a Neighborhood Association for such Neighborhood, all pursuant to Section 2.4 of the Declaration; provided, however, in the event a Neighborhood Association is created for a particular Neighborhood that includes the Additional Property or any portion thereof, that particular Neighborhood shall be subject to the jurisdiction of both the Neighborhood Association and the Association.
3. The right of prior written approval with respect to amendments to the Charter and By-Laws pursuant to Section 3.4 of the Declaration, but only with respect to such amendments directly and adversely affecting the rights of Goodall with respect to

GOODALL INC. BUILDERS, a
A Tennessee corporation

By: 
Robert H. Goodall, Jr., President

STATE OF TENNESSEE
COUNTY OF Williamson

Personally appeared before me, Robert H. Goodall Jr., a Notary Public, Robert H. Goodall, Jr., with whom I am personally acquainted, who acknowledged that he executed the foregoing instrument for the purposes therein contained and who further acknowledged that he is president of Goodall Inc. Builders, a Tennessee corporation, being authorized to execute the foregoing instrument on behalf of the corporation.

WITNESS MY HAND, at office this 10th day of September, 2012.



My Commission Expires:

10-25-14

Exhibit "A"

Land in Sumner County, Tennessee, being Lots 1053 and 1054 on the Final Plat of Foxland Phase 9, Section 5, of record in Plat Book 27, Page 219, Register's Office, Sumner County, Tennessee, to which plan reference is hereby made for a more complete description.

Being part of the same land conveyed to Goodall Inc. Builders, a Tennessee corporation by deed of record in Book 3648, page 444, Register's Office for Sumner County, Tennessee.