

Mail

This Instrument Prepared By
and Upon Recording Return To:

John A. Gupton III
BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ
Baker Donelson Center
211 Commerce Street, Suite 800
Nashville, Tennessee 37201

BK: 7453 PG: 222-228	
18034977	
7 PGS:AL-RESTRICTIONS	
558952	
09/04/2018 - 10:09 AM	
BATCH	558952
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	35.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	37.00
STATE OF TENNESSEE, WILLIAMSON COUNTY	
SHERRY ANDERSON	
REGISTER OF RECORD	

THIRTEENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRIKWORTH

THIS THIRTEENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRIKWORTH (this "Thirteenth Amendment") is made as of the 1st day of August, 2018, by **SMART LIVING, LLC**, a Delaware limited liability company (the "Developer") and **PHILLIP T. NOWAK AND LISA M. NOWAK** (collectively the "Lot Owner").

WITNESSETH:

WHEREAS, the Developer previously established and recorded the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRIKWORTH in Book 3322, Page 619 on August 11, 2004, in the Register's Office for Williamson County, Tennessee; as amended by the FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRIKWORTH AND AMENDMENT TO BY-LAWS recorded in Book 4330, Page 825 on July 23, 2007, in the Register's Office for Williamson County, Tennessee; as further amended by the SECOND AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRIKWORTH recorded in Book 4537, Page 578 on April 15, 2008, in the Register's Office for Williamson County, Tennessee; as further amended by the THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRIKWORTH recorded in Book 6025, Page 32 on September 3, 2013, in the Register's Office for Williamson County, Tennessee; as assigned to Smart Living, LLC, by ASSIGNMENT AND ASSUMPTION OF DEVELOPER'S RIGHTS UNDER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRIKWORTH of record in Book 6025, page 52, in the Register's Office for Williamson County, Tennessee; as further amended by the FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRIKWORTH recorded in Book 6091, Page 223 on December 10, 2013, in the Register's Office for Williamson County, Tennessee; as further amended in by the FIFTH AMENDMENT DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRIKWORTH recorded in Book 6398, page 731 on March 16, 2015, in the Register's Office for Williamson County, Tennessee; as further amended in SIXTH AMENDMENT DECLARATION OF COVENANTS, CONDITIONS AND

RESTRICTIONS FOR BRIXWORTH recorded in Book 6407, page 899 on March 25, 2015, in the Register's Office for Williamson County, Tennessee; as further amended in SEVENTH AMENDMENT DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRIXWORTH recorded in Book 6503, page 984 on July 8, 2015, in the Register's Office for Williamson County, Tennessee; as further amended by EIGHTH AMENDMENT DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRIXWORTH recorded in Book 6806, page 345 on July 18, 2016, in the Register's Office for Williamson County, Tennessee; and as further amended by NINTH AMENDMENT DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRIXWORTH recorded in Book 6905, page 924 on October 21, 2016; as further amended by TENTH AMENDMENT DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRIXWORTH recorded in Book 7023, page 148 on March 7, 2017; as further amended by ELEVENTH AMENDMENT DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRIXWORTH recorded in Book 7068, page 741 on May 8, 2017, as further amended by TWELFTH AMENDMENT DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRIXWORTH recorded in Book 7126, page 217, on July 14, 2017, in the Register's Office for Williamson County, Tennessee, (collectively, the "Declaration"); and

WHEREAS, the Developer and Lot Owner retained the right to amend the Declaration in Article VII, Section 3 thereof.

NOW THEREFORE, for and in consideration of the foregoing premises, Developer and Lot Owner hereby amend the Declaration as follows:

1. Article VI Easements. The Declaration is hereby amended to add a new section to read as follows:
 - a. "10. Easement for installation and maintenance of the wall and gap between the wall and the property line located on Lot 274, Brixworth Phase 3, Section 1, shown on the Plat of record in Book 64, page 59, Register's Office for Williamson County, Tennessee, as further depicted on the attached "Exhibit "A" attached hereto. The Association shall be liable for all maintenance of the wall and the tree it surrounds. The Association shall hold harmless and indemnify the owner of Lot 274 from all claims, damages and liability with respect to injuries to the tree, the wall or persons."
2. Terms not otherwise defined herein shall have the same meaning as in the Declaration.

3. Except as modified by this Thirteenth Amendment, the Declaration shall remain in full force and effect. All references in the Declaration to "this Declaration" shall be deemed references to the Declaration as modified by this Thirteenth Amendment.
4. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.
5. The Lot Owner hereby execute this Thirteenth Amendment to acknowledge and agree to its terms.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Developer has executed this Thirteenth Amendment as of the date first above written.

DEVELOPER:

SMART LIVING, LLC, a Delaware limited liability company

By: _____

Louis W. Breland, Manager

STATE OF ALABAMA
COUNTY OF MADISON

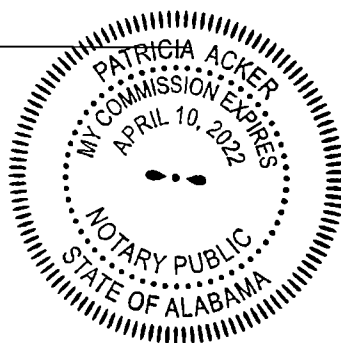
Before me, the undersigned, a Notary Public in and for said State and County aforesaid, duly commissioned and qualified, personally appeared **Louis W. Breland**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Manager of **SMART LIVING, LLC**, the within-named bargainer, a Delaware limited liability company, and that he, as such Manager being duly 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 Manager.

WITNESS my hand and seal at office on this the 10 day of August, 2018.

Patricia Acker
Notary Public

My Commission Expires:

4/10/22



BRIXWORTH SPRING HILL HOMEOWNERS' ASSOCIATION, INC., a Tennessee not for profit corporation, joins in this instrument to acknowledge and agree to its terms.

By: _____

Name: LOUIS W. BRELAND

Its: PRESIDENT

STATE OF ALABAMA

COUNTY OF ANDREWS

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared LOUIS W. BRELAND with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself (or herself) to be the PRESIDENT of Brixworth Spring Hill Homeowners' Association, Inc., the within named bargainor, a Tennessee not for profit corporation, and that he as such PRESIDENT being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by HIM self as such PRESIDENT.

WITNESS my hand and seal at office, on this the 10 day of August, 2018.

Patricia Acker
Notary Public

My Commission Expires:

4/10/22



IN WITNESS WHEREOF, the Lot Owner has executed this Thirteenth Amendment as of the date first above written and joins in this instrument to acknowledge and agree to its terms.

LOT OWNER:

PHILLIP T. NOWAK

LISA M. NOWAK

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, **PHILLIP T. NOWAK**, the within named bargainer(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office, on this 21st day of August, 2018.

Meacham
Notary Public

My Commission Expires:

7-6-20

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, **LISA M. NOWAK**, the within named bargainer(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office, on this 21st day of August, 2018.

Meacham
Notary Public

My Commission Expires:

7-6-20

EXHIBIT "A"

