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Pamela L. Whitaker, Register
 Sumner County Tennessee
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This instrument prepared by: (PLA)
 Bradley Arant Boult Cummings LLP
 1600 Division Street, Suite 700
 Nashville, TN 37203

**FIFTH AMENDMENT TO DECLARATION
 OF COVENANTS AND RESTRICTIONS AND
 PARTIAL ASSIGNMENT OF DEVELOPER RIGHTS**

THIS FIFTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS AND PARTIAL ASSIGNMENT OF DEVELOPER RIGHTS (herein this "Amendment" or this "Assignment") is made and executed by OAKBROOK REALTY & INVESTMENTS II, LLC, an Illinois limited liability company (herein "Oakbrook"), FOXLAND DEVELOPMENT PROPERTIES LLC, a Tennessee limited liability company (herein "Foxland"), and GOODALL INC. BUILDERS, a Tennessee corporation (herein "Goodall") (the terms Oakbrook, Foxland and Goodall shall include the successors and assigns of each as set forth in paragraph (ix) below, effective the 15th day of May, 2012. Unless otherwise defined herein, capitalized terms will have the meanings of such terms in the Declaration (as hereinafter defined).

WITNESSETH:

WHEREAS, Oakbrook and Foxland Development Corporation (herein "FDC") previously executed that certain Declaration of Covenants and Restrictions, recorded in Record Book 2501, page 303, in the Register's Office of Sumner County, Tennessee, and that certain First Amendment to Declaration of Covenants and Restrictions, recorded in Record Book 2996, page 579, said Register's Office (herein collectively the "Initial Declaration"), setting forth certain covenants and restrictions relating to certain real property as described therein (the "Property"), and containing as Exhibit B thereto the By-Laws of Foxland Homeowners Association, Inc. (the "By-Laws"); and

WHEREAS, by that certain Assignment (the "FDC Assignment") recorded in Record Book 3385, page 117, Register's Office for Sumner County, Tennessee, FDC assigned and transferred to Oakbrook all rights of FDC as "Developer" under the Initial Declaration; and

WHEREAS, the Initial Declaration was amended and the rights of the "Developer" thereunder were partially assigned pursuant to that certain Second Amendment to Declaration of Covenants and Restrictions and Partial Assignment of Developer Rights, recorded in Record Book 3502, page 513, Register's Office for Sumner County, Tennessee (the "Second Amendment"); and

WHEREAS, the Initial Declaration was further amended and the rights of the "Developer" thereunder were partially assigned pursuant to that certain Third Amendment to Declaration of Covenants and Restrictions and Partial Assignment of Developer Rights, recorded in Record Book 3558, page 711, Register's Office for Sumner County, Tennessee (the "Third Amendment"); and

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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 the Additional Property; provided, however, such right shall not be exclusive to Goodall and Oakbrook shall retain such right coexistent with Goodall.
4. The right to designate Common Property within the Additional Property complete so that thereafter such Common Property is maintained by the Association pursuant to Section 4.2 of the Declaration; provided, however, no such portion of the Common Property shall be designated as complete without the prior written approval of Oakbrook and Foxland, such approval not to be unreasonably withheld, delayed or conditioned.
5. The right to deem streets within the Additional Property complete so that thereafter such streets are maintained by the Association pursuant to the first sentence of Section 4.2.2 of the Declaration; provided, however, no streets shall be deemed by Goodall to be complete without the prior written approval of Oakbrook and Foxland, such approval not to be unreasonably withheld, delayed or conditioned.
6. The right to borrow money for the purpose of improving the Common Property within the Additional Property, and to mortgage such Common Property, pursuant to and subject to the limitations and restrictions set forth in Section 4.6.1 of the

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the Additional Property or for incidental or consequential damages arising therefrom; provided, however, such right shall not be exclusive to Goodall and Oakbrook shall retain such right coexistent with Goodall.

12. The rights as Easement Beneficiary with respect to utility easements across those Lots developed by Goodall within the Additional Property as contemplated in Section 5.1.1 of the Declaration; provided, however, such rights shall not be exclusive to Goodall and Oakbrook shall retain such rights coexistent with Goodall.

13. The rights as Easement Beneficiary with respect to drainage easements across those Lots developed by Goodall within the Additional Property as contemplated in Section 5.1.2 of the Declaration; provided, however, such rights shall not be exclusive to Goodall and Oakbrook shall retain such rights coexistent with Goodall.

14. The rights with respect to the easements through the Common Property (including Streets and easements shown on recorded plats) within the Additional Property for use in connection with the development of the Additional Property as contemplated in Section 5.1.4 of the Declaration; provided, however, such rights shall not be exclusive to Goodall and Oakbrook shall retain such rights coexistent with Goodall, but other than the use of Streets and easements shown on recorded subdivision plats or established by recorded instrument, whether public or private, Oakbrook shall not use the Common Property within the Additional Property without the prior written approval of Goodall, which approval shall not be unreasonably withheld, delayed or conditioned.

15. The rights with respect to easements for ingress and egress over, across and through all Streets within the Additional Property as contemplated in Section 5.1.5 of the Declaration; provided, however, such rights shall not be exclusive to Goodall and Oakbrook shall retain such rights coexistent with Goodall.

16. The rights as Easement Beneficiary with respect to granting additional easements or relocating existing easements on any portion of the Common Property within the Additional Property as contemplated in Section 5.1.6 of the Declaration; provided, however, such rights shall not be exclusive to Goodall and Oakbrook shall retain such rights coexistent with Goodall, but Oakbrook shall not grant any additional easement or relocate any such easement created by Goodall on any portion of the Common Property within the Additional Property without obtaining the prior written approval of Goodall, which approval shall not be unreasonably withheld, delayed or conditioned.

17. The rights as Easement Beneficiary with respect to the special easement to enter upon any Lot or Common Property within the Additional Property for the purpose of mowing, removing, cleaning, cutting or pruning underbrush, weeds or other unsightly growth, for the purpose of building or repairing any land contour or

Additional Property that would otherwise be payable by the "Developer" pursuant to Section 6.10 of the Declaration.

22. The right, at Goodall's sole discretion, to exempt property owned by a builder within the Additional Property from the payment of all Assessments by the Association as contemplated in, and subject to the limitations set forth in, Section 6.9.5 of the Declaration.

23. The right of exculpation with respect to any costs or damages incurred due to any mistakes in judgment, negligence or any action of the A.R.B. in connection with the approval or disapproval of plans and specifications of Improvements to be constructed within the Additional Property pursuant to the first sentence of Section 9.14 of the Declaration, the right to not be subject to any action or suit in connection with the approval or disapproval of plans and specifications and/or the contractor to be engaged for the construction of any proposed Improvements within the Additional Property pursuant to the second sentence of Section 9.14 of the Declaration and the right to be absolved of responsibility for any plans and specifications, and for any defects in any Improvements constructed pursuant thereto, with respect to Improvements constructed or to be constructed within the Additional Property pursuant to the last two sentences of Section 9.14 of the Declaration; provided, however, such rights shall not be exclusive to Goodall and Oakbrook shall retain such rights coexistent with Goodall.

24. The right to include, in any contract, plat or deed for any Lot within the Additional Property, additional protective covenants and restrictions not inconsistent with those contained in the Declaration as contemplated in Section 10.3 of the Declaration; provided, however, such right shall not be exclusive to Goodall and Oakbrook shall retain such right coexistent with Goodall, but Oakbrook shall not exercise such right in a manner directly affecting the Additional Property without obtaining the prior written approval of Goodall, which approval shall not be unreasonably withheld, delayed or conditioned (Goodall's execution of any such contract, plat or deed being deemed to evidence such approval).

25. The right to further assign the rights as "Developer" transferred and assigned to Goodall pursuant to this Assignment as contemplated in Section 12.1 of the Declaration; provided, however, such further assignment (i) shall be subject to the terms, provisions, conditions and limitations set forth herein, and (ii) shall only be to a Person who prior to or simultaneously with such assignment acquires title to the Additional Property or a portion thereof, and any such assignment shall only be effective as to the Additional Property or portion thereof acquired by such Person.

26. The right, pursuant to Section 12.2.2 of the Declaration, to amend the Declaration, at any time, for the purposes of granting easements over any portion of the Common Property within the Additional Property, for the purpose of designating all or any portion of the Additional Property as a Neighborhood, for the purpose of abolishing any previously designated Neighborhood within the Additional

(iv) Goodall hereby consents to the assignment and transfer of those rights of Oakbrook as "Developer" as set forth in paragraph (iii) above and hereby accepts the rights and powers, duties and obligations as described in paragraph (iii) above.

(v) The intent of paragraphs (iii) and (iv) above is to recognize and designate Goodall as the "Developer" of the Additional Property for purposes of the Declaration and the By-Laws, and, accordingly, for all purposes of the Declaration and the By-Laws, Lots within the Additional Property owned by Goodall shall be deemed to be owned by the "Developer". Notwithstanding the foregoing, except for those rights of the "Developer" expressly transferred and assigned to Goodall pursuant to paragraph (iii) above, all other rights of the "Developer" set forth in the Declaration and the By-Laws, shall be, and hereby are, retained by Oakbrook, including without limitation, all such rights of the Developer not expressly transferred and assigned to Goodall that may exist as a consequence of, or solely due to, Goodall's ownership of Lots within the Additional Property. Without limiting the provisions of the preceding sentence, and by way of example only, the rights of the Developer set forth in Section 9.12 of the Declaration have not been assigned to Goodall such that any Improvements of any nature made or to be made by Goodall, including, without limitation, Improvements made or to be made by Goodall to the Common Property within the Additional Property, shall be and remain subject to the review and approval of the A.R.B. Notwithstanding the foregoing, no rights of the "Developer" retained by Oakbrook shall be enforced against Goodall or against the Additional Property for purposes which do not benefit the Property or a portion thereof, the Owners, the Association or a Neighborhood Association; provided, however, the limitation set forth in this sentence shall not apply to the enforcement of the provisions of Article 9 of the Declaration concerning the A.R.B., including, without limitation, the requirement that no Improvements shall be constructed or erected, nor shall any addition to or any change, replacement or alteration be made, unless and until the approval thereof shall be obtained in writing from the A.R.B.

(vi) Unless expressly provided to the contrary herein, Goodall's rights as Developer under the Declaration and the By-Laws with respect to the Additional Property and the provisions of paragraphs (iii), (iv) and (v) above shall terminate, expire and cease to exist at such time as Goodall no longer owns any portion of the Additional Property, whereupon said rights shall revert to Oakbrook.

(vii) To reflect the assignment and transfer set forth in the FDC Assignment and the assignment and transfer set forth in this Assignment, the address for notices to be given to the Developer set forth in Section 12.7 of the Declaration is changed to the following:

(a) If to Oakbrook, then to:

Oakbrook Realty & Investments II, LLC
851 E. Flamingo Drive
Fort Lauderdale, FL 33301
Fax: (954)760-4792

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and with a required copy to:

Bradley Arant Boult Cummings LLP
1600 Division Street, Suite 700
Nashville, TN 37203
Attn: Patrick L. Alexander, Esq.
Fax: (615)252-6362

(viii) Except as herein specifically amended, all terms and provisions of the Declaration shall remain in full force and effect.

(ix) Goodall may not assign its rights or delegate its duties under this Amendment except to a permitted assignee of Goodall under that certain Agreement for Sale and Purchase of Property (Phase 7), dated as of June 2, 2011, as amended by that certain Amendment to Agreement for Sale and Purchase of Property (Phase 7), dated November 29, 2011, and as amended by that certain Second Amendment to Agreement for Sale and Purchase of Property (Phase 7), dated April 23, 2012, all between Foxland and Goodall and assigned to Green Trails, LLC by that certain Assignment and Assumption Agreement, dated May 9, 2012, between Goodall and Green Trails, LLC. This Amendment shall inure to the benefit of and be binding upon the parties hereto, their respective successors and, subject to the limitation on assignment by Goodall set forth in the preceding sentence, their assigns.

(x) This Amendment shall be governed by, and construed in accordance with, the laws of the State of Tennessee.

(xi) This Amendment may be executed in separate counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same instrument.

(signatures commence on following page)

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FOXLAND DEVELOPMENT PROPERTIES LLC,
a Tennessee limited liability company

By: [Signature]
Joseph P. Godfrey III, President

STATE OF TENNESSEE)
COUNTY OF SUMNER DAVIDSON

Before me, CAROL A. WILSON, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Joseph P. Godfrey III, 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 Foxland Development Properties LLC, the within named bargainer, a Tennessee limited liability company, and that he as such President, being 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 President.

WITNESS my hand and seal at office in Nashville, Tennessee, this the 15 day of May, 2012.

Carol A. Wilson
Notary Public

My Commission Expires: 7-3-12



(signatures continued on following page)

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EXHIBIT A

Being a tract of land in the Fourth Civil District of Sumner County, City of Gallatin, Tennessee, being generally located south of U.S. Highway 31-E and east of Douglas Bend Road and being more particularly described according to a survey prepared by Judy L. Judson (Tennessee Registered Land Surveyor No. 1935) of Barge Waggoner Sumner & Cannon, Inc., originally issued on May 11, 2012, and revised May 14, 2012, as follows:

Beginning in the northerly line of Lori Lee Estates of record in Plat Book 5, Pages 6-8, Register's Office for Sumner County, Tennessee, S81°02'24"E, 1,678.42 feet from the easterly right-of-way line of Douglas Bend Road at the northwest corner of Reserved Parcel of said Plat;

THENCE, leaving said northerly line and with a severance line the following calls:

N08°57'36"E, 150.00 feet;

N81°02'24"W, 24.67 feet;

N08°57'36"E, 198.27 feet to the southerly line of property conveyed to Raven at Foxland LLC by deed of record in Record Book 3397, Page 184, Register's Office for Sumner County, Tennessee;

THENCE, with said southerly line, S81°10'17"E, 622.73 feet to the westerly line of Foxland, Phase 1, Section 2 of record in Plat Book 23, Page 184, Register's Office for Sumner County, Tennessee;

THENCE, with said line S01°51'48"E, 196.07 feet to the southerly right-of-way line of Vinings Boulevard;

THENCE, with said southerly right-of-way with a curve to the left an arc distance of 47.05 feet, said curve having a central angle of 06°44'22" , a radius of 400.00 feet, a tangent of 23.55 feet and a chord of N84°46'17"E, 47.02 feet;

THENCE, leaving said southerly right-of-way line with a severance line, S08°35'54"E, 176.88 feet to the northeasterly corner of the aforementioned Lori Lee Estates;

THENCE, with the northerly line of said Lori Lee Estates, N81°02'24"W, 733.81 feet to the Point of Beginning;

Containing 234,847 square feet, or 5.39 acres, more or less.

Being part of the same property (part of Tract 1) conveyed to OAKBROOK REALTY & INVESTMENTS II, LLC by Quitclaim Deed from FOXLAND DEVELOPMENT CORPORATION, of record in Record Book 3385, page 103, Register's Office for Sumner County, Tennessee.

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