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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

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

THIS SECOND 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 (x) below, effective the 1st day of December, 2011. 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 "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 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,

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Per. Kay Housch

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 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 as to 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.
7. The right to develop the Additional Property notwithstanding each Owner's right and easement of enjoyment in and to the Common Property pursuant to the first sentence of Section 4.6.9 of the Declaration, the right to be released from claims for interference with quiet enjoyment of the Common Property due to Goodall's development of the Additional Property pursuant to the second sentence of

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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 other earth work and to remove trash, any unauthorized Improvement, vehicle or other object, as contemplated in Section 5.1.7 of the Declaration; provided, however, such rights shall not be exclusive to Goodall and Oakbrook shall retain such rights coexistent with Goodall, but prior to any such entry by Oakbrook upon any Lot or Common Property within the Additional Property, Oakbrook shall first give Goodall written notice and thirty (30) days to cure any matter for which entry by Oakbrook is authorized pursuant to Section 5.1.7 of the Declaration.

18. The rights as Easement Beneficiary with respect to an easement and right to construct a perimeter fence or wall on part or all of the perimeter of the Property

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 Property, or removing any portion of the Additional Property within a designated Neighborhood from such Neighborhood, for the purpose of designating Exclusive Common Property within the Additional Property, for the purpose of abolishing any previously designated Exclusive Common Property within the Additional Property, or removing any portion of the Additional Property designated as Exclusive Common Property from such designation, and for the purpose of complying with the requirements of government authorities and lenders to the extent such amendment to comply with the requirements of government authorities and lenders only applies to the Additional Property, without the joinder or consent of Owners, the Association, Institutional Mortgages, or any other party.

"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

and with a required copy to:

Mr. Kim Plencner
c/o Royce Realty & Management Co.
1000 Royce Boulevard
Oakbrook Terrace, IL 60181
Fax: (630)268-4444

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(x) 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 Foxland Phase 9 Lots, dated as of June 2, 2011, between Foxland and Goodall. 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.

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

(xii) 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: *Joseph P. Godfrey III*
Joseph P. Godfrey III, President

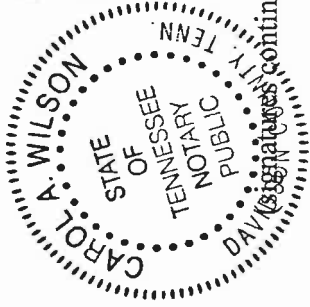
STATE OF TENNESSEE)
COUNTY OF SUMNER)

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 Gallatin, Tennessee, this the 1st day of December, 2011.

Carol A. Wilson
Notary Public

My Commission Expires: 7-3-12



(Signatures continued on following page)

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EXHIBIT A

Land located in the 4th Civil District of Sumner County, Tennessee, being **Lots 1059, 1060, 1061, 1062, 1063 and 1064** on the plat entitled **FOXLAND Phase 9, Section 1**, of record in **Plat Book 27**, page 114, Register's Office for Sumner County, Tennessee, to which plat reference is hereby made for a complete and accurate legal description of said lots.

AND

Land located in the 4th Civil District of Sumner County, Tennessee, being the 7,137 square foot **Open Space and P.U.D.E.** shown at the corner of **Foxland Boulevard** and **Club View Drive** on the plat entitled **FOXLAND Phase 9, Section 1**, of record in **Plat Book 27**, page 114, Register's Office for Sumner County, Tennessee, to which plat reference is hereby made a more complete and accurate legal description of said property.

Being part of the same property (part of Tract 2) 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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