

This instrument prepared by:
McBRIEN, KANE & CROWELL
133 South College Street
Lebanon, Tennessee 37087

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR STONE BROOK FALLS, PHASE 2**

THIS SECOND AMENDMENT TO DECLARATION of Covenants, Conditions, and Restrictions (hereinafter referred to as "Declaration") made and published on the date hereinafter set forth by the undersigned being the Developer, Atwood & Corbitt and Stone Brook Falls Homeowners Association (the "Association").

W I T N E S S E T H

WHEREAS, Developer has developed certain real property in Wilson County, Tennessee, known as **STONE BROOK FALLS** (the "**Development**") with common area or open spaces for the mutual benefit of the residents of the Development; and

WHEREAS, by that certain Declaration of Covenants, Conditions, and Restrictions for Stone Brook Falls, of record at Book 1151, Page 882 in the Register's Office for Wilson County, Tennessee (the "Restrictions"), Developer has established certain restrictive covenants for the Stone Brook Falls, a plat of which is of record at Plat Book 25, Page 500, in said Register's Office; and

WHEREAS, pursuant to Article XI, Section 4 of the Restrictions, Developer has the authority to annex additional residential and open area property to the development. Further, by agreement and stipulation with the Association, the lots and open spaces as shown in Phase 2 and 2A, located and described in the plat of record at Plat Book _____, Page _____, and Book 27, Page 290 in said Register's Office.

WHEREAS, the Developer and the Association by agreement desire to annex said additional lots and open spaces and amend the Restrictions for the benefit and protection of all owners of Stone Brook Falls, being Phase 1, 2, and 2A.

NOW, THEREFORE, for and in consideration of the foregoing premises, and the terms and conditions and restrictions hereinafter set forth, the Developer amends the DECLARATION of Covenants, Conditions, and Restrictions for Stone Brook Falls and for the inclusion and annexation of the lots and open spaces in Phase 2 and 2A:

1. Article I, Section 9, is hereby amended to state the following:

“Plat” shall mean the plat of Stone Brook Falls, of record in Plat Book 25, Page 500; and Plat Book _____, Page _____ (Phase 2); and Plat Book 27, Page 290 (Phase 2A), in the Register’s Office for Wilson County, Tennessee, and such other plats as are submitted to this Declaration pursuant to the provisions of Article XI hereof.

2. Article I, Section 10, is hereby amended to state the following:

“Property” shall mean the Common Area and Lot No. 1 through Lot No. 37 of Stone Brook Falls; Lot No. 39 through Lot No. 42 of Stone Brook Falls Phase 2A; and Lot No. _____ through Lot No. _____ of Stone Brook Falls Phase 2, and such other property as may be submitted to this Declaration pursuant to the provisions of Article XI hereof.

3. Article II, Section 2, is hereby amended to state the following:

Excluded Lots. Developer hereby excludes Lot 38 and Lots 47 and 50 from Phase 2 from this declaration. It is intended by Developer that Lot 38 in Phase I and Lots 47 and 50 from Phase 2 shall be the location of the sanitary sewer treatment facility and the sand filtration and drip irrigation field. These Lots shall be conveyed to, or be subject to the grant of an easement for the benefit of, the appropriate governmental entity owning and operating the sanitary sewer system. No portion of these Declarations shall apply to such Lots, provided that these lots are used for such purpose.

4. Article IV Membership and Voting Rights. Section 2 shall be deleted entirely and the following shall be inserted and binding on the Association and all Lot owners in Stone Brook Falls Phase 1, Phase 2 and Phase 2A:

Section 2. All Lot Owners in Phase 1, Phase 2 and Phase 2A shall be members of the Association and said Lot is subject to the Declaration of Covenants, Conditions and Restrictions and any Amendments thereto.

Section 3. All Lot Owners in Phase 1, Phase 2 and Phase 2A shall be entitled to one (1) vote for each Lot owned for any actions by the Association which may require a vote.

5. Article V. Section 1 shall be deleted and the following shall be added:

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Developer, for each Lot owned within the property, as set forth herein, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed are deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney’s fees as hereinafter provided, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each Assessment is

made from the date when due until the same is paid in full or otherwise discharged. Each such assessment is the personal obligation of the person who was the Lot Owner at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title of the Lot Owner unless expressly assumed by the successor in title although the lien for assessments shall remain in full force and effect. All Lots owned by the Developer shall be subject to an annual assessment in the amount of \$500.00 per year for each empty Lot owned by the Developer in Phase 1 effective June 1, 2015. As to Phase 2A and 2, the Developer is not responsible for payment of annual or capital assessments pursuant to Article V of these Covenants for each Lot it may own in said Phases, however said assessments will become due and owing by the new owners of said Lots when said Lot is sold or conveyed by the Developer.

6. Article IX, Section 2, Paragraph k. shall be deleted and the following shall be added:

No residence in Phase 1 shall be constructed containing less than 3,000 square feet of interior heated floor space; two story dwellings shall have no less than 2,500 square feet of interior heated space on the ground level. No residence in Phase 2A or 2 shall be constructed containing less than 2,700 square feet of interior heated floor space; two story dwellings shall have no less than 1,900 square feet of interior heated space on the ground level.

7. The following sentence shall be added after the last sentence of Article IX, Section 2, Paragraph w:

No construction traffic for Phase 2A and 2 will travel across the existing road running from the main gate through Phase 1 of the Development.

IN WITNESS WHEREOF, the undersigned being the Developer and the Association as representative of the Owners in Stone Brook Falls have hereunto set their hands this the ____ day of January, 2015.

**DEVELOPER
ATWOOD & CORBITT
A Tennessee General Partnership**

**BY: _____
GEORGE ATWOOD**

**STONE BROOK FALLS
HOMEOWNERS ASSOCIATION**

BY: _____
Authorized Representatives