

Heather Dawbarn, Register
Rutherford County Tennessee
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State: 0.00 7/12/2021 at 8:01 AM
Clerk: 0.00 in Record Book
Other: 2.00 2108
Total: 32.00
Pages 1039-1044

This Instrument Prepared By:

Southern Cornerstone Inc.
200 Galleria Parkway, suite 900
Atlanta GA 30339
Attn: Sr. Real Estate Counsel

Cross reference:

Record Book 2097, Page 1471, Rutherford
County Register of Deeds

**FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, AND
RESTRICTIONS**

THIS FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS (this "First Amendment") is made this 2 day of July, 2021, by VESTER WALDRON FAMILY LIMITED PARTNERSHIP, a Tennessee limited partnership ("Declarant").

RECITALS:

A. Declarant executed that certain Declaration of Easements, Covenants, and Restrictions for Stonetrace Center dated as of June 16, 2021, recorded at Record Book 2097, Page 1471, Rutherford County Register of Deeds (the "Declaration"), and imposed the Declaration and the terms and conditions thereof on the Subject Property (as defined therein). Unless otherwise defined herein, capitalized terms used in this First Amendment have the respective meanings assigned to them in the Declaration.

B. Declarant desires to amend the Declaration as more particularly provided in this First Amendment.

NOW, THEREFORE, for and in consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Declarant hereby amends the Declaration as follows:

1. Recitals. The recitals above are incorporated herein by this reference and made a part of this First Amendment as is fully set forth herein.

2. Amendment to Site Plan. The Declaration is hereby amended by deleting the Site Plan attached to the Declaration as Exhibit B and by substituting, in lieu thereof, the Site Plan attached to this First Amendment as Exhibit B.

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3. Amendment to Section 4.4. The Declaration is further amended by adding the following sentence at the end of Section 4.4 .

“With respect to Lot 1, the foregoing shall be subject to any specific, contrary contribution requirement set forth in Section 5 of that certain Easement Agreement with Covenants and Restrictions dated on or about the date hereof (the “**Easement Agreement**”), between Declarant and Southern Cornerstone, Inc. (“Southern”).”

4. Amendment to Section 5.1. The Declaration is further amended by adding the following sentence at the end of Section 5.1:

“In addition to the foregoing access easements over the Access Drives, there is hereby created, for the benefit of all Parcels, mutual cross access easements over any other drives located from time to time on a Parcel including any such drives located now or in the future on Lot 1; provided, however, (i) the easements created in this sentence shall not obligate an Owner to construct, or prevent an owner from modifying, temporarily closing, or relocating, any such drives (other than Access Drives) located on its Parcel, and (ii) the foregoing shall not include any areas above any underground storage tanks or below any motor fuel canopy that may be located on Lot 1.”

5. Amendment to Section 5.2. The Declaration is further amended by adding the following sentence at the end of Section 5.2:

“The foregoing shall be subject to any specific maintenance and repair obligations set forth in Section 3(f) of the Easement Agreement with respect to the maintenance and repair of any access improvements constructed by Southern within the “Access Easement Area” (as defined therein)”.

6. Miscellaneous.

(a) The Declaration, as modified by this First Amendment, is hereby ratified and shall remain in full force and effect in accordance with its terms. In the event of any conflict between the terms of the Declaration and the terms of this First Amendment, the terms of this First Amendment shall control.

(b) It is the express intent hereof that each provision of this First Amendment shall be severable and if any provision of this First Amendment is held by a court of competent jurisdiction to be invalid or unenforceable, either in general or as applied to a specific circumstance, person or condition, such holding of invalidity or unenforceability shall not affect the validity and enforceability of any other provision hereof or its application to any other circumstance, person or condition.

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

(Signature is on the following page.)

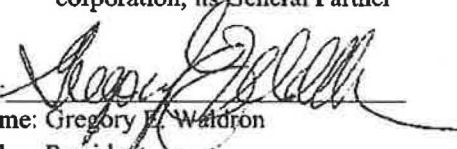
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IN WITNESS WHEREOF, the undersigned has caused this First Amendment to be executed and delivered as of the day and year first above written.

DECLARANT :

**VESTER WALDRON FAMILY
LIMITED PARTNERSHIP**, a Tennessee
limited partnership

By: BVW, Inc., a Tennessee
corporation, its General Partner

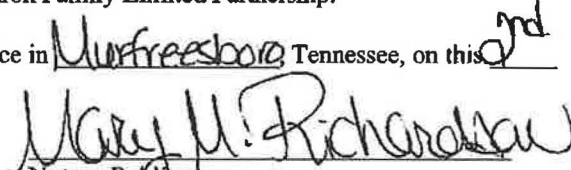
By: 
Name: Gregory E. Waldron
Title: President

STATE OF TENNESSEE)
 ss.
COUNTY OF RUTHERFORD)

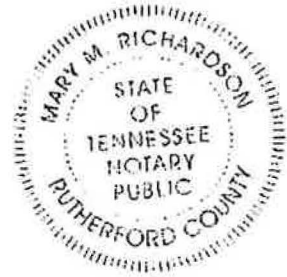
Before me, the undersigned authority, of the state and county aforesaid, personally appeared Gregory E. Waldron, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be President of BVW, Inc., General Partner of Vester Waldron Family Limited Partnership, the within named bargainor, a Tennessee limited partnership, and that he as such President of BVW, Inc., General Partner of Vester Waldron Family Limited Partnership executed the foregoing instrument (First Amendment to Declaration of Easements, Covenants, and Restrictions) for the purposes therein contained, by signing the name of the partnership by himself as President of BVW, Inc., General Partner of Vester Waldron Family Limited Partnership.

WITNESS MY HAND and official seal at office in Murfreesboro Tennessee, on this 2nd
day of July, 2021.

My Commission expires: 12/18/22


Notary Public

[NOTARY SEAL]



REVISÉO JUNE 30, 2021)

LEGEND

ACCESS

SECRET
2025012



Tennessee Certification of Electronic Document

I, Tonya McCants, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on 7/2/2021 (date of document).

Tonya McCants
Affiant Signature

7/6/2021

Date

State of New York

County of New York

Sworn to and subscribed before me this 6th day of July, 2021.

Lia Capozzi
Notary's Signature

MY COMMISSION EXPIRES: _____

NOTARY'S SEAL

LIA N CAPOZZI
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CA6357657
Qualified in Suffolk County
My Commission Expires 04-24-2025