

This Instrument Prepared By:
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Attorneys at Law
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Brentwood, Tennessee 37027
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**AGREEMENT FOR AMENDMENT, RENEWAL AND EXTENSION OF
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONEHENGE**

WITNESSETH:

WHEREAS, the Open Space Residential Development Zoning Ordinance for the City of Brentwood, Tennessee (the "OSRD" ordinance) requires all open space land within an OSRD subdivision be deeded to a homeowners association which shall be responsible for liability insurance, local taxes, and maintenance of said open space lands and recreational or other facilities pertaining to said open space lands for a period of not less than forty (40) years; and,

WHEREAS, the OSRD ordinance provides that deeds to individual lots within such OSRD subdivision convey mandatory membership in the homeowners association and responsibility for paying a pro rata share of the cost of operation of the homeowners association; and,

WHEREAS, the OSRD ordinance requires the cost for the operation of the homeowners association be assessed against the lot owners in such OSRD development and that such costs be made a lien upon the land of each homeowner; and,

WHEREAS, the OSRD ordinance provides, among other things, that in the event the homeowners association should fail or refuse to carry out its duties to maintain the open space land and facilities in a reasonable order and condition, the City Manager of the City of Brentwood may, after notice to the lot owners and a hearing, perform said maintenance and assess the costs thereof proportionately against the individual lots and properties within such OSRD and that such assessment shall become a lien upon each individual lot and properties; and,

WHEREAS, pursuant to the said OSRD ordinance, on or about July 11, 1973, a Declaration of Covenants, Conditions and Restrictions was made and adopted by Gail Pigg, Trustee, as the owner of the land, and F. Murray Parker Builders, Inc. and Wall Construction Company, Inc. as the Developers of the Stonehenge subdivision located in Brentwood, Williamson County, Tennessee (the "CCRs"); and,

WHEREAS, the CCRs for Stonehenge were recorded in Book 212, page 92, in the Register of Deeds Office for Williamson County, Tennessee, on July 25, 1973; and,

WHEREAS, Tennessee Stonehenge, Inc., a not-for-profit corporation, was formed as the homeowners association for Stonehenge (the "Association") for the purpose of exercising the functions and performing the duties necessary for the administration of the said CCRs for Stonehenge; and,

WHEREAS, the CCRs for Stonehenge provide that every person who is a record owner of a fee or undivided fee interest in any lot situated within Stonehenge is a member of the Association; provided, however, that any such person who holds such interest merely as security for the performance of an obligation shall not be a member, except as may be otherwise set forth in said CCRs for Stonehenge and the Charter and By-Laws of the Association; and,

WHEREAS, pursuant to the provisions of Article III, Section 2 of the CCRs for Stonehenge, all members of the Association are now Class A members; and,

WHEREAS, pursuant to the provisions of Article III, Section 2 of the CCRs, all Class A members shall be entitled to one vote for each lot in which they hold any interest required for membership, and when more than one person holds such interest in any lot, the vote of such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot; and,

WHEREAS, Article XII, Section 1 of the said CCRs for Stonehenge provides that all of the lots and common areas of land in Section I and II of the said Stonehenge subdivision as shown in Plat Book 4, page 62, and Plat Book 5, page 2, Register's Office for Williamson County, Tennessee, were subjected to said Declaration of Covenants, Conditions and Restrictions for Stonehenge for an initial term of twenty (20) years from July 15, 1973, with provisions for renewal and extension thereof for successive periods not to exceed ten (10) years each by the agreement of at least two-thirds (2/3rds) of the members entitled to vote in each class of members; and,

WHEREAS, Lot No. 84 through Lot No. 117 of Section II of Stonehenge as shown in said Plat Book 5, page 2, were revised and re-platted as Section III as shown in Plat Book 7, page 89, Register's Office for Williamson County, Tennessee, and remain subject to said CCRs for Stonehenge; and,

WHEREAS, by Agreement for Renewal and Extension of Declaration of Covenants, Conditions and Restrictions for Stonehenge filed of record in Book 1043, page 421, Register's Office for Williamson County, Tennessee, the CCRs for Stonehenge were renewed and extended to July 15, 2003; and,

WHEREAS, by Agreement for Renewal and Extension of Declarations of Covenants, Conditions and Restrictions of record in Book 2690, page 263, Register's Office Williamson County, Tennessee the CCRs for Stonehenge were renewed and extended to July 15, 2013; and,

WHEREAS, the CCRs provide in Article XII, Section 2 that the CCRs for Stonehenge may be amended after the first twenty (20) year period by an instrument signed by members of the Association entitled to cast at least seventy percent (70%) of the votes of each class of members of the Association; and,

WHEREAS, the Association and the lot owners and members of the Association whose signatures are affixed herein below desire to comply with the OSRD zoning ordinances for the City of Brentwood and to protect the Stonehenge subdivision by amending, extending and renewing the said CCRs for Stonehenge, to run with the land perpetually, unless further amended by a vote of seventy percent (70%) of the members of the Association.

NOW, THEREFORE, for and in consideration of the above stated recitations, which are incorporated herein as if repeated verbatim, and the mutual benefit to the Association and all of the lot owners and members of the Association, it is hereby agreed as follows:

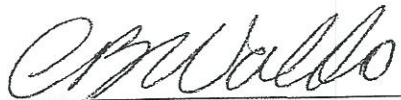
1. Article XII, Section 1. Duration is hereby amended by deleting the provisions that the CCRs for Stonehenge can be renewed and extended for periods not to exceed 10 years each, and, instead these CCRs for Stonehenge are amended to provide the CCRs for Stonehenge shall run with the common land and all of the lots in the Stonehenge subdivision perpetually unless these CCRs are subsequently amended by a vote of not less than seventy percent (70%) of the members of the Association; and, accordingly, the CCRs for Stonehenge are further amended to delete the provision that any amendment, renewal or extension is to be filed for record in the Office of the Clerk of the Register of Williamson County, Tennessee at least 180 days prior to the effective date of such renewal and extension; and,

2. In all other respects all of the other covenants, conditions and restrictions set forth in the Declaration of Covenants, Conditions and Restrictions for Stonehenge of record in Book 212, page 92, as amended, renewed and extended by this Agreement for Amendment, Renewal and Extension of Declaration of Covenants, Conditions and Restrictions for Stonehenge are renewed and extended to run with the land perpetually, unless further amended by a vote of seventy percent (70%) of the members of the Association; and,

3. Accordingly, this instrument shall be filed of record in the Register's Office for Williamson County, Tennessee and shall continue said CCRs for Stonehenge as covenants running with the land to remain in effect perpetually for the benefit of and enforceable by the Association and the individual lot owners of all lots and common land in the Stonehenge subdivision located in Brentwood, Williamson County, Tennessee, as more fully described in Plat Book 4, page 62, and Plat Book 5, Page 2, and revised in Plat Book 7, page 89, Register's Office for Williamson County, Tennessee, an all revisions thereof.

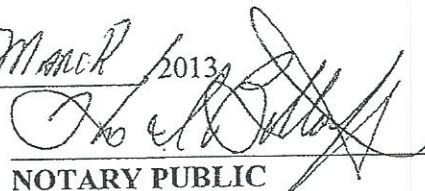
IN WITNESS WHEREOF, Tennessee Stonehenge, Inc. and the following lot owners and members of the Association of said Stonehenge subdivision, hereby execute this instrument on the date appearing next to each such signature, respectively.

TENNESSEE STONEHENGE, INC.

By: 
C. B. Waldo, President

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared C.B. Waldo, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged that he is the President of Tennessee Stonehenge, Inc. and acknowledged that he as President, being authorized so to do, executed the foregoing Agreement for Amendment, Renewal and Extension of Declaration of Covenants, Conditions, and Restrictions for Stonehenge by signing the name of Tennessee Stonehenge, Inc. by himself as President.

Witness my hand and seal this 17th day of March 2013, 
NOTARY PUBLIC

My Commission Expires: 11/24/2013

