

This instrument prepared by  
Hartman, Simons, Spielman & Wood, LLP  
6400 Powers Ferry Rd. N.W. Suite 400  
Atlanta, GA 30339

BK T1453 PG 582

**THE COLUMNS**  
**FIRST AMENDMENT TO DECLARATION OF**  
**RECIPROCAL EASEMENTS AND RESTRICTIONS**

This First Amendment to Declaration of Reciprocal Easements (this "First Amendment") is made as of FEBRUARY 4, 2003 by WESTSIDE VENTURE, a Tennessee joint venture ("Westside") and joined in by RUSHMEADE DEVELOPMENT CORPORATION, Tennessee corporation ("Rushmeade", sometimes collectively referred to with Westside as the "Declarants").

**RECITALS**

A. Westside is the owner of certain real estate located in the City of Jackson, Madison County, Tennessee, as more particularly described on Exhibit A-1 attached hereto and made part hereof (the "Westside Property").

B. Rushmeade is the owner of certain real estate located in the City of Jackson, Madison County, Tennessee, as more particularly described on Exhibit A-2 attached hereto and made a part hereof (the "Rushmeade Property").

C. Subject to the terms of a Ground Lease between Westside and Rushmeade, in Rushmeade's capacity as a developer (the "Developer"), dated June 22, 1995, Westside has leased the Westside Property to the Developer.

D. The Developer is currently developing the Westside Property and the Rushmeade Property (collectively, the "Property") as a shopping center (the "Project").

E. Declarants entered into that certain Declaration of Reciprocal Easements and Restrictions dated June 16, 1998 (the "Declaration") to provide for the integrated use of the land and buildings constituting the Project and for the mutual benefit of the present and future owners of the Property. \* recorded in Book T1133 page 848 Madison Co. Register's Office

F. Declarants desire to enter into this First Amendment to provide an exemption from the Declaration to Best Buy Stores, L.P. ("Best Buy"), and its successors and assigns, for Best Buy's development of that certain real estate located in Phase III of the Columns in the City of Jackson, Madison County, Tennessee, as more particularly described on Exhibit B attached hereto and made a part hereof (the "Phase III Property").

NOW, THEREFORE, the Declarants agree as follows:

1. Notwithstanding anything to the contrary, Section 3.5, Article IV, Article V and Article IX of the Declaration shall not apply to or restrict Best Buy's, or its successors' or assigns', development or use of the Phase III Property.

2. The provisions of this Declaration are for the exclusive benefit of the Declarants, the Occupants and Best Buy, its successors and assigns, and not for the benefit of any other third

person, and this Declaration shall not be deemed to have conferred any rights, express or implied, upon any other third persons.

3. It is expressly agreed that no breach of this Declaration shall entitle any owner of any Tract to cancel, rescind or otherwise terminate this Declaration, but such limitation shall not affect, in any manner, any other right or remedies which the owners of the Tracts, other Occupants or Best Buy or any successors or assigns may have by reason of any breach of this Declaration.

4. This Declaration shall be governed and construed in accordance with the laws of Tennessee.

IN WITNESS WHEREOF, the Declarant has executed this Declaration in three counterparts, each of which constitutes an original instrument.

[Signatures Appear on Following Page]

WESTSIDE VENTURE,  
a Tennessee joint venture

By: James H. Wallace, Jr.  
Title: MANAGING PARTNER  
Its: \_\_\_\_\_  
Date: 2-4-03

RUSHMEADE DEVELOPMENT  
CORPORATION,  
a Tennessee corporation

By: James H. Wallace, Jr.  
Title: PRESIDENT  
Its: \_\_\_\_\_  
Date: 2-4-03

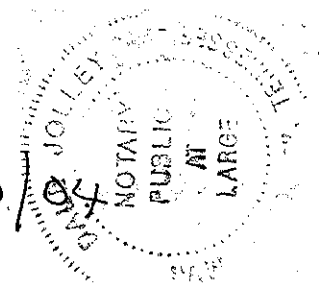
STATE OF TENNESSEE        )  
  )  
COUNTY OF MADISON        )

BE IT REMEMBERED, that on this 4<sup>th</sup> day of February, A.D., 2003, before me 2003, A.D., before me, the undersigned, a Notary Public in and for said County and State, came James H. Wallace, Jr. as Managing Partner of WESTSIDE VENTURE, a joint venture duly organized and existing under and by virtue of the laws of Tennessee, and such person duly acknowledged the execution of same to be the act and deed of said joint venture.

IN WITNESS WHEREOF, I have hereunto affixed my name and affixed my official seal the day and year as written above.

Dale Jolley  
Notary Public

My commission expires: 9/20/04



STATE OF TENNESSEE )  
 )  
COUNTY OF MADISON )

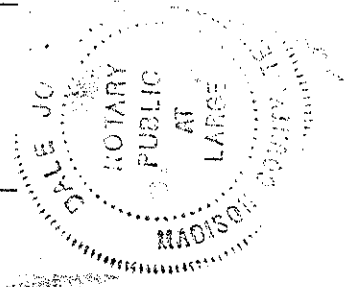
BE IT REMEMBERED, that on this 4th day of February, A.D., 2003, before me 2003, A.D., before me, the undersigned, a Notary Public in and for said County and State, came James H. Wallace, Jr as President of RUSHMEADE DEVELOPMENT CORPORATION, a corporation duly organized and existing under and by virtue of the laws of Tennessee, and such person duly acknowledged the execution of same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto affixed my name and affixed my official seal the day and year as written above.

Dale Jolley  
Notary Public

My commission expires:

9/20/04



State of Tennessee, County of MADISON  
Received for record the 28 day of  
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Register of Deeds CURTIS WHITE  
Deputy Register LINDA WALDON