

The instrument prepared by: PRIVATE
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Heather Dawbarn, Register
Rutherford County Tennessee
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**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PUCKETT STATION**

This Amendment to Declaration of Covenants, Conditions and Restrictions for Puckett Station (the "Amendment") is made this 5 of SEPT, 2018, by Puckett Station Partnership, a general partnership (the "Developer").

WITNESSETH:

WHEREAS, certain property was previously submitted to the Declaration of Covenants, Conditions Puckett Station recorded in Book 811, page 3161, Register's Office for Rutherford County, Tennessee (as previously amended) (the "Declaration");

WHEREAS, pursuant to Article XIII Section 2 of the Declaration, the Declaration may be amended by the Developer within fifteen (15) years from the date of the Declaration which was recorded January 10, 2008; and

WHEREAS, the Developer desires to amend the Declaration to restrict leasing of homes within Puckett Station as stated herein.

NOW, THEREFORE, for and in consideration of these premises and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Developer, being empowered so to do, hereby amends the Declaration as follows:

Amendment. Article IX of the Declaration is hereby amended by adding the following new Section 2:

2. Leasing.

(a) *The purchase of a Lot solely for the purpose of leasing it is strictly prohibited. An Owner may not lease a Lot or any improvements located thereon unless (a) the Owner has first continuously occupied the residence located on the Lot for a period of at least two (2) years. The provisions of this Section 26 shall not apply to any person or entity who is the Owner of a Lot within Puckett Station on the date of recordation of this Amendment for so long as such Owner owns said Lot. In addition to the titled Owner, the term "Owner" shall also include any person or entity who is related to the titled Owner by blood or marriage.*

(b) For purposes of this Article XII Section 1(v), the term "lease" shall be deemed to include any agreement under which a person or persons other than the Owner occupy a Lot in exchange for money or any other consideration, including without limitation a lease for any term, a tenancy at will, a tenancy at sufferance, a holdover tenancy, a lease/purchase contract, a lease with an option to purchase and a temporary occupancy agreement.

(c) Lots may be leased only in their entirety; renting rooms or any portion of a Lot less than one hundred percent (100%) is strictly prohibited. Subleasing and assignment of leases is strictly prohibited without prior written approval of the Board. All leases shall be in writing and for a term of no less than six (6) months, except with the prior written consent of the Board. A Lot Owner shall give the Board written notice of any lease, together with such additional information as the Board may reasonably require, within ten (10) days of the execution of the lease or occupancy by the tenant (which is earlier). Lot Owners shall provide copies of the Declaration, By-Laws, rules and regulations to the occupants of a leased Lot within ten (10) days of occupancy.

(d) To avoid undue hardships, the Association's Board may, in its sole and absolute discretion, and upon written application by a Lot Owner, grant permission to lease a Lot on terms prescribed by the Board, even if the Lot Owner has not occupied the Lot for two (2) consecutive years. By way of example but not limitation, hardship situations the Board may consider include:

(1) Death of a Lot Owner (rental to be allowed during probate period);

(2) Confinement of a Lot Owner to a medical or nursing care facility;

(3) Lot Owner's loss of their job;

(4) Lot Owner's temporary job transfer or relocation due to job circumstances more than fifty (50) miles from the Lot. Such Lot Owner's hardship leasing application must include written notice from Lot Owner's employer stating the reason for transfer or relocation and the expected length of relocation; and

(5) Lot Owner is a reservist in the United States Armed Forces who is called to temporary active duty, or is active-duty personnel in the United States Armed Forces who is temporarily deployed more than fifty (50) miles from the Lot.

(e) The Board is hereby authorized to make reasonable rules and regulations relating to leases and to the implementation of the provisions of this Article IX Section 2, including without limitation tenant background check requirements, notice requirements as to names and numbers of tenants, and penalties for violations of this Article IX Section 2 or the Board's leasing rules. The Association may also adopt a lease registration program which may require, among other things, a Lot Owner to pay an annual fee to the Association for each leased Lot to defray the cost to the Association of maintaining up to date contact information for occupants of leased Lots.

(f) The Owner of a leased Lot and the adult occupants of said Lot shall be jointly and severally liable for any violation committed by an occupant of this Article IX Section 2, any other provision of the Declaration, the Association's By-Laws, rules or regulations. If any occupant of the Lot commits such a violation, in addition to any other remedy to which the Association is entitled, the Association may declare the lease to be terminated and commence

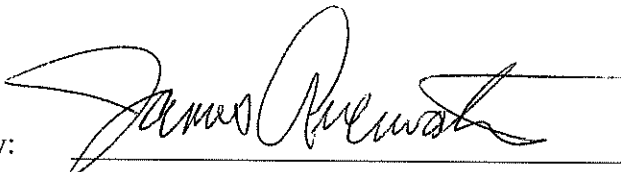
eviction proceedings against the occupants of the Lot. In such proceedings, the Association shall be entitled to recover from the Lot Owner and the adult occupants of the Lot all expenses of such proceedings incurred by the Association, including without limitation the Association's reasonable attorney's fees.

(g) Any inconsistency between this Amendment, on one hand, and any other provision of the Declaration or the Association's By-Laws on the other hand shall be resolved in favor of this Amendment.

Ratification. In all other respects, the terms and conditions of the Declaration are ratified and confirmed.

DEVELOPER

PUCKETT STATION PARTNERSHIP

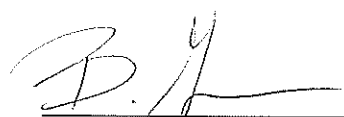
By: 
James Averwater, Partner



STATE OF TENNESSEE)
COUNTY OF RUTHERFORD)

Personally appeared before me, the undersigned, a Notary Public, James Averwater, with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purposes therein contained and who further acknowledged that he is a Partner in Puckett Station Partnership, a general partnership, and is authorized to execute this instrument on behalf of Puckett Station Partnership.

WITNESS my hand, at office this 5th day of Sept, 2018.


Notary Public
My Commission Expires: 06/21/2022