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This instrument was prepared by:

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AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR BREEZEWAY

This Amendment to the Declaration of Protective Covenants, Conditions and Restrictions for Breezeway is made and entered into this 9th day of July, 2018, by the Breezeway Homeowners Association, Inc. ("Association").

WITNESSETH:

WHEREAS, the Declaration of Protective Covenants, Conditions and Restrictions for Breezeway is of record in Record Book 4660, page 58 in the Register's Office of Williamson County, Tennessee (the "Declaration"); and

WHEREAS, Article XIII, Section 2 provides that the Declaration may be amended by affirmative vote of at least two-thirds (2/3) of the Votes entitled to be cast at a duly called meeting of the Association at which a quorum is present; and

WHEREAS, a special called meeting of the Association was duly called and held on the 6th day of June, 2018 at which a quorum of the Members of the Association were present for the purpose of considering this Amendment; and

WHEREAS, this Amendment was approved by the affirmative vote of two-thirds of the members at said meeting;

NOW, THEREFORE, the Declaration of Protective Covenants, Conditions and Restrictions for Breezeway is amended as follows:

1. Article IX, is amended to add the following:

“2. Homes and lots, or any portion thereof, in the development may not be leased except as expressly allowed in this section.

(a). Owner Occupied Rentals. With regard to rentals in which the owner continues to permanently reside in the home throughout the term of the rental and the owner only rents a portion of the owner’s home, Owners are allowed to lease their homes so long as the term of the lease is for a term of ninety (90) days or more and meets the requirements of subsection (2)(c).

(b). Non-Owner Occupied Rentals. With regard to rentals in which the owner does not permanently reside in the home during the term of the rental, Owners are allowed to lease their homes so long as the term of the lease is twelve (12) months or more and meets the requirements of (2)(c).

(c). Any lease or rental agreement for a home must be in writing and filed with the Association within thirty (30) days of the earlier of the following: (i) the date of execution of the lease; or (ii) the commencement date of the lease. All leases shall provide that the tenants are subject to compliance with the rules and restrictions under the Declaration, amendments thereto, and of the Association. Owners are required to attach a copy of the Declaration, and all amendments thereto, as an exhibit to the lease and have the tenants sign a written agreement acknowledging receipt of the same and agreement to comply with the terms of the same.

(d). All rentals for less than ninety (90) days are prohibited. All rentals or leasing of home, lots, or any portion thereof is prohibited except as expressly allowed in this section. No subleasing of houses is allowed. Homes may only be rented to a single individual or a single family consisting of members of the immediate family of the tenant. Homes may not be rented or occupied as a residence by multiple families or tenants who are not members of the immediate family of the tenant.

3. Owners with existing tenants are allowed until December 31, 2018 to comply with this Amendment. All leases in effect December 31, 2018 and after must comply with this Article IX."

2. Article VII, Section 3 (f) is amended by replacing it in its entirety with the following:

"(f). No house or other structure on a Lot shall be used for any business purpose. Notwithstanding the above, the lease of a home in compliance with Article IX, Section 2 shall be permitted. Each Owner shall refrain from any act or use of a Lot which could reasonably cause embarrassment, discomfort, or annoyance to the neighborhood. No noxious, offensive, or illegal activity shall be carried out on any Lot."

2. Except as expressly amended hereinabove, all other provisions of the Declaration remain in full force and effect.

IN WITNESS WHEREOF, said Association has caused this instrument to be executed this the 9th day of July, 2018.

BREEZEWAY HOMEOWNERS
ASSOCIATION, INC.

By:

[Signature] 7-9-18

Title

John M. Dillard, President
Breezeway HOA

ATTESTED TO:

[Signature]
Property Management

STATE OF TENNESSEE

COUNTY OF Rutherford

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, John Dillard with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon his oath, acknowledged himself to be President of the Breezeway Homeowners Association, Inc., the within named Association and the President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Association by himself/herself as such officer for the purpose of binding the Association hereto.

WITNESS MY HAND and official seal at my office on this the 9 day of July, 2018.

Elaine Clifton
Notary Public

My commission expires: 4-18-21



BK: 7412 PG: 663-666
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4 PGS:AL-RESTRICTIONS	
550716	
07/16/2018 - 01:18 PM	
BATCH	550716
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	20.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	22.00

STATE OF TENNESSEE, WILLIAMSON COUNTY
SADIE WADE
REGISTER OF DEEDS