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THIS INSTRUMENT PREPARED BY:
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330 Commerce Street, Suite 110
Nashville, Tennessee 37201
(Prepared from information provided
by and at the direction of the Carter's
Station Homeowners Association, Inc.)

BK/PG: R2603/215-221

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	7 PGS:AL-RESTRICTIONS
	NANCY BATCH: 222806 12/23/2019 - 10:00 AM
	VALUE 0.00
	MORTGAGE TAX 0.00
	TRANSFER TAX 0.00
	RECORDING FEE 35.00
	ARCHIVE FEE 0.00
	DP FEE 2.00
	REGISTER'S FEE 0.00
	TOTAL AMOUNT 37.00

STATE OF TENNESSEE, MAURY COUNTY

JOHN FLEMING
REGISTER OF DEEDS

**AMENDMENT TO THE
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS
& RESTRICTIONS
CARTER'S STATION**

THIS AMENDMENT to the Declaration of Protective Covenants, Conditions and Restrictions Carter's Station ("Amendment") is made and entered into by the Developer of the Carter's Station Homeowners Association, Inc. ("Carter's Station" or "Association") in accordance with Article XIII, Section 2 of the Declaration of Protective Covenants, Conditions and Restrictions Carter's Station ("Declaration") of record in Book R2396, Pages 644-680, Register's Office for Maury County, Tennessee; the said Declaration having been amended by Amendment to the Declaration of Protective Covenants, Conditions & Restrictions Carter's Station ("First Amendment"), of record in Record Book R2545, Pages 1089-1090, Register's Office for Maury County, Tennessee.

WITNESSETH:

WHEREAS, all capitalized terms not otherwise defined herein shall have the meanings set forth in the Declaration; and,

WHEREAS, pursuant to Article XIII, Section 2 of the Declaration, the same may be amended unilaterally by the Developer, without joinder of any Owner for a period of fifteen (15) years from the date of such Declaration or so long as the Developer owns any lot within the Development, whichever is longer; and,

WHEREAS, the Declaration is dated October 12, 2016 and as of the date of this Amendment, the Developer owns lots within the Development.

NOW, THEREFORE, by these presents, Article V of the Declaration is hereby amended by adding the following **new Paragraph 12** between the existing Paragraphs 11 and 13, thereto as follows:

12. Post-Foreclosure Association Lien Priority. Upon the foreclosure of a first mortgage or deed of trust, the foreclosure and the sale shall be subject to the Association's lien created in Article IV, Section 1 herein, and the Association shall be entitled to proceeds from the foreclosure sale to satisfy the lien for common expenses and assessments which would have become due in the absence of acceleration during the six (6) months immediately preceding institution of such foreclosure, but not exceeding one percent (1%) of the maximum principal indebtedness of the lien secured by the first mortgage or deed of trust.

NOW, THEREFORE, by these presents, Sub-Part j of Article VII, Paragraph 3 of the Declaration is hereby deleted in its entirety and replaced with the following:

j. Leasing.

(1) Definitions.

- i. **"Leasing"**. For purposes of this Declaration is defined as any short-term transient or vacation-type occupancy or the month-to-month, quarterly or semi-annual occupancy of a Home by any person or persons other than the Owner; or any lease-purchase or similar agreement, regardless of whether the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument, which occupied by any person other than the Owner for a term less than one (1) year.
- ii. **"Tenant"**. Means a person entitled under a rental agreement to occupy a dwelling unit to the exclusion of others.
- iii. **"Home or Homes"**. Shall mean an independently owned structure on a separate Lot that has been constructed for use as a single-family residential dwelling.
- iv. **"Transient"**. Means any right to use, occupy or possess, or the use, occupancy or possession of a Home for a period of thirty (30) calendar days or less.
- v. **"Short-term rental Unit" or "STR"** means a Home that is rented wholly or partially for a fee for a period of less than thirty (30) continuous days.
- vi. **"Biological Unit Owner Heir" or "Biological Heir"** Means the biological or legally adopted children or grandchildren of a Home Owner; the parent(s), of a Home Owner; the sisters, brothers, nieces or nephews of a Home Owner; the step-parent and step-sister or step-brother of a Home Owner.

(2) Lease Restriction and Exceptions

- (a) Occupancy Requirement. All new Owners of a Home who become an Owner subsequent to the date of this Amendment, shall own and occupy such Home as the Owner's primary place of residence for the immediate twelve (12) consecutive months after the date of purchase or other acquisition of title.

- (b) Hardship Exceptions. The Board, in its discretion, shall be empowered to allow reasonable leasing of Homes to avoid undue hardship. All leases which are approved by the Board for Leasing due to hardship, shall be subject to all of the restrictions recited within this Sub-Part j.
- (3) Lease Requirements. Such leasing as is permitted herein, shall be subject to reasonable rules promulgated by the Board as may be adopted from time to time, and the following requirements:
- (a) All leases shall be in writing and a copy of the fully executed lease naming all tenants and occupants shall be filed with the Association Secretary or community manager prior to occupancy. Lease terms shall be for no less than one (1) year.
 - (b) No transient tenants shall be accommodated in any Home.
 - (c) No Home shall be advertised and/or used as an STR, vacation or seasonal rental, or bed and breakfast through any service such as Vacation Rental by Owner (“VRBO®”), Airbnb®, hometogo.com, or any similar short-term leasing marketing service.
 - (d) No Home shall be leased except in its entirety unless such Home is also occupied by the Owner as a primary residence.
 - (e) Tenants and occupants named in all leases shall be subject to the Declaration, By-Laws and Rules and Regulations for Carter’s Station, all existing amendments thereto and future amendments as they may be adopted from time to time.
 - (f) The Association shall be considered a third-party beneficiary of any such lease and shall have the power to enforce all lease terms and conditions in the event the Home Owner fails or refuses to do so.
 - (g) The Board in its discretion, shall be permitted to adopt a reasonable leasing fee to be charged to Owners wishing to lease their Home. If such leasing fee is so adopted, it shall be paid by the Owner on or before the date of occupancy of all tenants and occupants.
- (4) Excluded Parties
- (a) Mortgage/Deed of Trust: Holders of a first mortgage or Deed of Trust secured by a Home or Lot who become the Owner of such Home or Lot through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such mortgage or Deed of Trust, shall not be subject to Paragraph 2 of this Sub-part k, but shall be subject to Paragraph (3) Lease Requirements section above, and Paragraphs (5), (6) and (7) below, for any leasing transaction entered into by the holder of such first mortgage and/or Deed of Trust.
 - (b) Existing Owners: Subject to Paragraph (3) Lease Requirements above, and Paragraphs (5), (6) and (7) below, existing Owners as of the date of this Amendment may lease their Home and are effectively “grandfathered”. The exclusion herein shall only be applicable to Owners, tenants and occupants who, as of the date of this Amendment, currently are in compliance with the existing Declaration, By-Laws, amendments thereto and Association rules and regulations and other policies for Carter’s Station.

Once an Owner who has enjoyed this grandfathered status, transfers ownership to any third party, his or her Home shall then be subject to the provisions recited within this Amendment.

A transfer of ownership for the purposes of this part, shall expressly exclude the following transfers of ownership: transfers of title between spouses; transfers of ownership to a Trust, the beneficiary and/or trustor of which, is the homeowner; transfers of ownership by homeowner to a legal entity for tax or estate planning purposes; transfers of title by testate or intestate succession.

All existing Owners who currently lease their Homes shall provide a copy of their written lease to the Association within thirty (30) calendar days of this Amendment. Owners who currently do not lease their Home, but who may lease at a future date, shall provide a copy of the fully executed written lease agreement which shall name all tenants and occupants, to the Association management company within thirty (30) calendar days prior to tenant's occupancy.

- (c) **Family Members:** Homes which are occupied by the children or grandchildren of a Home Owner; Homes which are occupied by the parent or parents of a Home Owner; and Homes occupied by aunts, uncles, sisters, brothers, nieces or nephews of the Home Owner, shall not be considered as Homes which are leased. Such Homes shall however, be subject to the lease restrictions recited in Paragraph (3) above and Paragraphs (5) (6) and (7) below.
- (d) **Association:** With the exception of Paragraph (3) Lease Requirements above and Paragraphs (5), (6) and (7) below, the provisions of this Amendment shall not apply to any leasing transaction entered into by Carter's Station who becomes the Owner of a Home through foreclosure of its lien or any other means pursuant to the satisfaction of a Notice of Lien or judgment in the Association's favor.
- (e) **Builders:** Any Lot purchased from the Developer by a person or entity for the purpose of construction and re-sale of a Home, shall be permitted to lease such Home constructed thereon, for so long as such person or entity may need, if the Home has been listed for a period of ninety (90) calendar days, and does not sell. Any such lease shall be subject to Paragraph (3) Lease Requirements above, and Paragraphs (5), (6) and (7) below.

(5) **Tenants and Occupants Liable**

Tenants, occupants and invitees of any Owner shall be subject to and shall comply with, the Declaration, By-Laws and all amendments thereto, and all Association rules and regulations and other policies duly adopted by the Board for the Association.

the life or property of other owners, tenants or occupants at Carter's Station; or creates a hazardous or unsanitary condition in their Home or within Carter's Station that affects the health, safety or welfare or the life or property of other owners, tenants or occupants; or permits such acts by any person present at Carter's Station at the invitation of such tenant or occupant, the Association shall, on behalf of the Owner, be entitled to exercise all of the remedies and shall comply with all of the requirements of Tenn. Code Ann. § 66-28-517 as the same may be amended from time to time, and the Association shall further be entitled to file suit against such tenant and/or occupant for unlawful detainer seeking eviction and shall be entitled to file Writs seeking possession of the House on behalf of the Owner.

All costs incurred by this part, together with reasonable attorneys' fees for the enforcement thereof, shall be a charge on the land and shall be a continuing lien upon the Home against which such costs and reasonable attorney's fees were incurred; and such costs, together with reasonable attorneys' fees, shall be the personal obligation of the person who was the Owner of such Home at the time the fine(s) were levied.

Only the changes and amendments made by this Amendment to the Declaration of Protective Covenants, Conditions and Restrictions Carter's Station shall be changed. All other terms, conditions, restrictions and provisions of the Declaration and previous amendments thereto, shall survive and continue to remain in full force and effect.

12TH IN WITNESS WHEREOF, the undersigned have executed this instrument as of this the of December, 2019.

**CARTER'S STATION
HOMEOWNERS ASSOCIATION, INC., BY
FP TCI CCS, LLC, DEVELOPER**



By: Nelson Crowe
Its: President