This Instrument Prepared By: J.D. Kious, Attorney KIOUS, RODGERS, BARGER, HOLDER & KING, PLLC 503 North Maple Street Murfreesboro, Tennessee 37130

AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS & RESTRICTIONS FOR SHELTON SQUARE SUBDIVISION

THIS AMENDMENT is made by the Developer, Shelton Square, LLC, a Tennessee limited liability company, pursuant to Article XIII, Paragraph 2 of the DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS & RESTRICTIONS FOR SHELTON SQUARE SUBDIVISION (the "Declaration") of record in Record Book 1734, page 3699, Register's Office of Rutherford County, Tennessee, as thereinafter modified and amended.

WHEREAS, the undersigned now intends to amend certain portions of the Declaration as is more particularly set forth herein.

NOW, THEREFORE, for valuable consideration and in compliance with the Amendment requirements of the Declaration, the undersigned Developer does hereby amend the Declaration as follows:

- 1. **ARTICLE IV, PROPERTY RIGHTS,** of the Declaration shall be amended to include the following Paragraph 5:
 - 5. Rental. Except as provided herein, no Lot or a portion of a Lot may be rented or leased, and no transient tenants may be accommodated therein. All lots must be Owner occupied for a minimum of one (1) year after each transfer of title, whether by deed, will, trust, operation of law, or otherwise. Thereafter, the Lot may be leased or rented subject to the terms and conditions set forth herein. It is the intent of this provision to prohibit any Person from acquiring a Lot primarily for investment or rental purposes. All current Lot Owners as of the date of recordation of this amendment in the Register's Office of Rutherford County, Tennessee, shall be exempt from the owner occupancy requirement, but only until such time as title is transfer to a new Owner, whether by deed, will, trust, operation of law, or otherwise. All leases otherwise permitted hereunder shall be in writing and for a term of not less than twelve (12) months.

The Association may not charge any fees or assessments for Lots which are leased as permitted herein. It is the specific intent of this Declaration to prohibit any special or extra fees or assessments against any Lots in compliance with the terms set forth herein.

2. Except as expressly amended hereby, the terms and provisions of the Declaration shall continue in full force and effect.

WITNESS its signature this 21 day of October_, 2019.

"Developer"

SHELTON SQUARE, LLC

By: Rob Parks Chief Manager

State of Tennessee

County of Rutherford

Personally appeared before me, a notary public in and for the state and county aforementioned, Bob Parks, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be a Chief Manager of Shelton Square, LLC and that he as such Chief Manager executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Chief Manager.

WITNESS MY HAND and official seal at office in Murfreesboro, Tennessee, on this the day of October, 2019.

Notary Public

My commission expires: //-/7-/6



Rec #: 1020688
Rec #: 10.00 Instrument #: 2235746
State: 0.00
Clerk: 0.00 Recorded
Other: 2.00 10/21/2019 at 12:01 PM
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