

THIS INSTRUMENT PREPARED BY:

**Kaman & Cusimano, LLC**

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(Prepared from information provided  
by and at the direction of the Shelton Square  
Homeowners Association, Inc.)

Heather Dawbarn, Register  
Rutherford County Tennessee

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

**THIS AMENDMENT** to the Declaration of Protective Covenants, Conditions and Restrictions for Shelton Square Subdivision (“Amendment”) is made and entered into by the Developer of the Shelton Square Homeowners Association, Inc. (“Shelton Square” or “Association”) in accordance with Article XIII, Section 2 of the Declaration of Protective Covenants, Conditions & Restrictions for Shelton Square Subdivision (“Declaration”) of record in Record Book 1734, Pages 3699-3735, Register’s Office for Rutherford County, Tennessee; the Declaration having been amended by Amendment to Declaration of Protective Covenants, Conditions & Restrictions for Shelton Square Subdivision (“First Amendment”), of record in Record Book 1826, Page 2360, et seq., said Register’s Office; the Declaration having further been amended by Amendment #2, Amendment to Declaration of Protective Covenants, Conditions & Restrictions for Shelton Square Subdivision (“Second Amendment”), of record in Record Book 1904, Page 3890, said Register’s Office; the Declaration having further been amended by Amendment to Declaration of Protective Covenants, Conditions & Restrictions for Shelton Square Subdivision (“Third Amendment”), of record in Record Book 1908, Pages 1703-1705, said Register’s Office; the Declaration having further been amended by Amendment #4, Amendment to Declaration of Protective Covenants, Conditions & Restrictions for Shelton Square Subdivision (“Fourth Amendment”), of record in Record Book 1980, Page 3920, said Register’s Office; the Declaration having further been amended by Amendment #5, Amendment to Declaration of Protective Covenants, Conditions & Restrictions for Shelton Square Subdivision (“Fifth Amendment”), of record in Record Book 2006, Page 3736-3737, said Register’s Office; the Declaration having further been amended by Amendment #6, Amendment to Declaration of Protective Covenants, Conditions & Restrictions for Shelton Square Subdivision (“Sixth Amendment”), of record in Record Book 2068, Pages 1276-1277, said Register’s Office; and the Declaration having further been amended by Amendment to the Declaration of Protective

Covenants, Conditions & Restrictions for Shelton Square Subdivision (“Seventh Amendment”), of record in Record Book 2083, Pages 3522-3524, said Register’s Office.

**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 Declaration may be amended unilaterally by the Developer, without the joinder of any Owner, for a period of fifteen (15) years from the date of the said Declaration; and,

**WHEREAS**, the Declaration was recorded in the Register’s Office for Rutherford County, Tennessee on December 14, 2018; and,

**WHEREAS**, as evidenced by the signature of Shelton Square, LLC, the Developer as defined by the Declaration, the Developer hereby adopts this Amendment.

**NOW, THEREFORE**, by these presents, Article VII, Paragraph 1, part c of the Declaration, as amended by the Seventh Amendment, is hereby deleted in its entirety and replaced with the following:

c. All walls, including boundary and retaining walls, and all fences to be installed on individual Lots must receive prior written approval of the Architectural Review Committee. The Architectural Review Committee shall have authority to regulate and approve the location, height, design, materials, color, texture, finish, configuration, and placement of all fences and walls, subject to the express limitations set forth in this Declaration.

White vinyl privacy fencing shall be permitted only for Lots located within the Villages Section and the Retreat Section, as those Sections are defined in Article I, Paragraph 20 of the Declaration and as further described in the Declaration. White vinyl privacy fences are prohibited within the Estates Section, the Cottages Section, or the Sanctuary Section; the Architectural Review Committee has no authority to approve such fencing in those Sections.

The Architectural Review Committee has the sole discretion to modify the design requirements and criteria for fences, but the current requirements and criteria for fences are as follows:

i. No fence will be allowed in any front yards. No fence will be allowed in the side or rear yards without prior approval by the Architectural Review Committee. Fences are to stop at back corners of homes. All fences shall be installed on property lines where allowed, must have written approval from the neighboring Lot owner(s), and adhere to all municipal easement requirements.

ii. For corner Lots, no fence may be closer than twenty (20) feet from any street (measured from the back of the street curb).

iii. For Lots located within the Estates Section, the Cottages Section, and the Sanctuary Section, fencing is limited to black aluminum fencing only, and shall be no less than four (4) feet in height and no greater than six (6) feet in height; any fence that does not comply with these requirements is prohibited within those Sections.

iv. For Lots located within the Villages Section and the Retreat Section, black aluminum and white vinyl are permitted. White vinyl privacy fencing shall not exceed six (6) feet in height. Black aluminum fencing shall be no less than four (4) feet and no greater than six (6) feet. Any fence that does not comply with these requirements is prohibited within those Sections.

v. Notwithstanding subparagraphs (iii) and (iv) above, invisible or underground dog and animal fencing systems which do not include above-ground fencing structures may be permitted in any Section, subject to prior Architectural Review Committee approval.

**NOW, THEREFORE,** by these presents, Article VII, Paragraph 1, part i of the Declaration is hereby deleted in its entirety and replaced with the following:

i. There shall be no outside clotheslines, clothes hanging devices, or similar devices erected, installed, or maintained upon any Lot.

No exterior lighting, including eave lights, soffit lights, cornice lights, trim lighting, entry lights, and garage lights, shall be installed, replaced, altered, or modified on any Lot or structure on a Lot without the prior written approval of the Architectural Review Committee. Eave lights installed and maintained on the sides or rear of a residence must be directed downward and inward toward the residence on the Lot on which it is located. Eave lighting shall not be oriented or adjusted so as to cast light onto neighboring Lots in a manner that creates glare, light trespass, or a nuisance.

All exterior lighting shall be installed and maintained so that the lighting is subdued and architecturally integrated with the residence, as determined by the Architectural Review Committee. The following are prohibited:

- 1) Flashing, blinking, rotating, strobe, or animated lighting;
- 2) Color-changing or multicolor lighting; and
- 3) High-intensity lighting, including spotlights and floodlights.

Continuous or outline lighting installed along rooflines, eaves, soffits, cornices, or similar architectural trim features is prohibited unless expressly approved by the Architectural Review Committee. The Architectural Review Committee may impose reasonable rules regarding limitations on the number, placement, brightness, color temperature, and hours of operation of any approved exterior lighting to preserve the aesthetic character of the community.

Notwithstanding any other provision in this Paragraph, temporary, seasonal decorative lights may be displayed each year only from Thanksgiving until January 10, must be removed by January 11, and do not require prior approval from the Architectural Review Committee. For purposes of this Paragraph, "seasonal decorative lights" means temporary, non-structural decorative light strings or similar decorative lighting elements that are: (a) not hardwired or

permanently affixed to the residence; (b) capable of being installed and removed; (c) not integrated within the eaves, soffits, rooflines, cornices, trim, or other similar components of the residence; and (d) installed solely for seasonal, decorative purposes. In addition, the Architectural Review Committee has the authority adopt or provide clarifying definitions or rules for "seasonal decorative lights."

Only the changes and amendments made by this Amendment to the Declaration of Protective Covenants, Conditions and Restrictions for Shelton Square Subdivision 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.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of this the 9 of March, 2026.

DEVELOPER: SHELTON SQUARE, LLC



By: Phil Dodd  
Its: Authorized Agent

STATE OF TENNESSEE)  
COUNTY OF RUTHERFORD)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Phil Dodd 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 the Authorized Agent for Shelton Square, LLC, and that he as such Authorized Agent, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Association by himself as such Authorized Agent.

9 Witness my hand and official seal at Murfreesboro, Rutherford County, Tennessee, this day of March 2026.

  
Notary Public

My Commission Expires:  
December 19, 2026

