

THIS INSTRUMENT PREPARED BY:
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Rutherford County Tennessee
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**AMENDMENT TO THE
RESTRICTIVE COVENANTS AND CONDITIONS FOR
CAROLINE FARMS**

THIS AMENDMENT to the Restrictive Covenants and Conditions Applying to Caroline Farms ("Amendment") is made and entered into by the Members of Caroline Farms Homeowners' Association, Inc. ("Caroline Farms" or "Association"), in accordance with Article IX, Section C of the Restrictive Covenants and Conditions to Caroline Farms, ("Declaration"), of record in Book 1772, Pages 3301-3324 in the Register's Office for Rutherford County, Tennessee; such restrictions apply to Caroline Farms, Section One, through the recording of the Declaration and apply to Caroline Farms, Section Two, through the recording of the Supplementary Restrictions Annexing and Providing Restrictive Covenants for Caroline Farms, Section Two by Record Book 2072, Pages 1698-1699 in said Register's Office.

WITNESSETH:

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

WHEREAS, to the extent that any change or new Article, Section, Paragraph and/or Sub-part created by this Amendment, conflicts with any existing Article, Section, Paragraph and/or Sub-part of the Declaration, the Article, Section, Paragraph and/or Sub-part created by this Amendment shall control; and,

WHEREAS, pursuant to Article IX, Section C of the Declaration, the same may be amended by the written consent of at least 51 percent of the lot owners of the property; and,

WHEREAS, as evidenced by their signature below, the undersigned, President of Caroline Farms Homeowners' Association, Inc., certifies that at least 51 percent of the lot owners have agreed to the Amendment by written consent in accordance with Article IX, Section C of the Declaration.

WHEREAS, by their signature below, the undersigned, Secretary of Caroline Farms Homeowners' Association, Inc., certifies that at least 51 percent of the lot owners have

agreed to the Amendment by written consent in accordance with Article IX, Section C of the Declaration.

NOW, THEREFORE, by these presents, the Declaration is hereby amended as follows:

Amendment A

NOW, THEREFORE, by these presents that the existing Section 7 of Article VII to the Declaration is deleted in its entirety and a new Section 7 is added to Article VII by following:

7. **Garbage and Refuse Disposal.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste must be kept in sanitary containers. All such containers for the storage of such material shall be kept in a neat, clean and sanitary condition. Sanitary containers and recycling receptacles must be stored: 1) in the garage; 2) behind the rear of the home so as not to be visible from the street; or 3) on the side of the home with approved fencing or bushes to screen them from view.

Amendment B

NOW, THEREFORE, by these presents that the existing Section 29 of Article VII to the Declaration is deleted in its entirety and a new Section 29 is added to Article VII by following:

29. **Recreational Equipment.** No metal recreational equipment (including but not necessarily limited to playground equipment, trampolines, swings, basketball goals, and the like) shall be permitted unless approved by the Association or the Architectural Committee. With the exception of portable basketball goals as further provided below, approved recreational equipment shall be in the rear yard and no items shall be located in the front yard or on the driveways.

Portable basketball hoops, backboards and poles are allowed and do not need Association or Architectural Committee approval, provided that the following conditions are satisfied: (1) the portable basketball hoop, backboard and pole must be taken down and stored on the Lot either in an area within one foot from the home when not in actual use or in the garage; (2) the above mentioned basketball equipment cannot be placed in the street or at the front of the driveway; and (3) the portable basketball equipment must be set up and used as far away as feasibly possible from the residences located on adjacent Lots.

NOW, THEREFORE, by these presents a new Section 33 is added to Article VII the Declaration by the following:

33. Leasing.

(a) **Definitions.** All definitions included below shall apply to this new Section 33 and the Declaration in its entirety.

(i) **"Biological Owner Heir" or "Biological Heir"** Means the biological or legally adopted children or grandchildren of an Owner; the parent(s), of an Owner; the sisters, brothers, nieces or nephews of an Owner; the step-parent and step-sister or step-brother of an Owner.

(ii) **"Business Day"**. Means a weekday, Monday through Friday, except a legal holiday or a day on which banking institutions in Tennessee are authorized or required by law to be closed. Unless otherwise provided in this Amendment or the Declaration, "days" when used therein, shall mean calendar days.

(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) **"Leasing"**. For purposes of this Declaration is defined as any short-term transient or vacation-type occupancy or the regular, exclusive monthly, quarterly or 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.

(v) **"Residence" or "Residential Use"**. Means the place where an Owner's habitation is fixed and is where, during periods of absence, the Owner definitely intends to return. This definition further clarifies the Declaration's current definition for Residence. To determine whether a Home is being used as a Residence, the Board may consider the following criteria:

- Location of the person's occupation;
- Place of licensing or registration of the person's personal property;
- Place of payment of taxes which are governed by residence;

- Purpose for a person's presence in a particular place; or,
- Place of the person's licensing for activities such as driving.

(vi) **"Short-term rental Home" or "STR"** means a Home that is rented wholly or partially for a fee for a period of one hundred eighty (180) calendar days or less.

(vii) **"Single-Family"**. An individual, or two or more persons related by blood, marriage or law, or, unless otherwise required by federal or state law, a group of not more than three unrelated persons living together in a Home.

(viii) **"Tenant"**. Means a person entitled under a rental agreement to occupy a Home to the exclusion of others.

(ix) **"Transient"**. Means any right to use, occupy or possession, or the use, occupancy or possession of a Home for a period of thirty (30) calendar days or less.

(b) **Lease Requirements**. Any 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:

(i) All leases shall be in writing and, within 7 days when requested by the Association, a copy of the fully executed lease or lease summary with term of lease and naming all tenants and occupants, the cellular number and email address of all tenants and occupants above the age of eighteen (18) years of age, must be provided with the Association Secretary or community manager.

(ii) Lease terms shall be for no less than one hundred and eighty (180) calendar days.

(iii) Owners who lease their Homes shall obtain, shall keep in force at all times while the Owner's property is being leased, and provide a copy of a policy of landlord liability insurance to the Association, which insures against injury, liability and property damage.

(iv) There shall be no assignment of any lease unless such assignment is in writing and made only to those excluded transfers of ownership identified Subparagraph (c) below and a copy of such written assignment is provided to the Board or community manager.

(v) No transient tenants shall be accommodated in any Home.

(vi) 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.

(vii) Tenants and occupants named in all leases shall be subject to the Declaration, rules, and regulations for Caroline Farms, all existing amendments thereto and future amendments as they may be adopted from time to time.

(viii) The Association shall be considered a third-party beneficiary of all leases and sub-leases for the limited purpose of enforcing all rules and regulations of the Association in the event the Owner fails or refuses to do so. Provisions of the Declaration, rules, and regulations which presently impose liability upon tenants and occupants for violations of such documents, shall be unchanged by this Amendment and shall remain in full force and effect.

(ix) All leasing must comply with City Code requirements.

(c) Excluded Parties

(i) Mortgage/Deed of Trust: With the exception of Paragraph (b) Lease Requirements section above, the Leasing restrictions imposed by this Amendment shall not apply to any Leasing transaction entered into by the holder of any first mortgage and/or Deed of Trust on a Home who becomes the Owner of the Home through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such mortgage and/or Deed of Trust.

(ii) Existing Owners: Subject to Paragraph (b) Lease Requirements above, existing Owners as of the date of recording of this Amendment may lease their Home and are effectively "grandfathered."

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

2. A transfer of ownership for the purposes of this part, shall expressly exclude one-time transfers (unless more than one such transfer is otherwise approved in writing by the Board) for the following purposes: 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 an Owner to a legal entity for tax or estate planning purposes; transfers of title by testate or intestate succession. All such transfers, however, shall be subject to Paragraph (b) Lease Requirements above.

3. All existing Owners who currently lease their Homes at the time the Amendment is recorded shall provide a copy of their written lease to the Association within thirty (30) calendar days of this Amendment.

(iii) **Family Members and Biological Heirs:** Homes which are occupied by the Biological Heirs, children or grandchildren of an Owner; Homes which are occupied by the parent or parents of an Owner; and Homes occupied by aunts, uncles, sisters, brothers, nieces or nephews of the Owner, shall not be considered as Homes which are leased. Such Homes shall, however, be subject to the lease restrictions recited in Paragraph (c) above and Paragraph (e), (f), and (g) below.

(iv) **Association:** With the exception of Paragraph (c) Lease Requirements above and Paragraphs (e), (f) and (g) below, the provisions of this Amendment shall not apply to any leasing transaction entered into by the Association who becomes the Owner of a Home through foreclosure of its lien or any other means pursuant to the satisfaction of the Association's Lien or judgment in the Association's favor.

(d) **Tenants and Occupants Liable.** Tenants, occupants and invitees of any Owner shall be subject to and shall comply with, the Declaration and all amendments thereto, and all Association rules and regulations and other policies duly adopted by the Board for the Association.

(e) **Rental Fine Policy.** Violations of this Section 33 shall be subject to the same remedies within the Declaration which currently exist for other violations, including the failure and/or refusal to pay assessments. In addition to such remedies, the Board shall adopt reasonable rules and regulations for the enforcement of any leasing restriction created herein. Such rules and regulations shall include procedures for issuing notices and reasonable fines against Owners in violation. All fines, costs, and reasonable attorney's fees incurred in the enforcement of this part, shall be the

responsibility of the Owner. Any and all such fines, costs and reasonable attorney's fees, together with fines created by such rules and regulations, shall be a continuing lien against the Home and shall further be the personal obligation of the Owner.

(f) Tenant/Occupant Violations.

(i) Violation Notice. Written notice shall be mailed to tenants, occupants and the Owner at the last address provided by the Owner to the Association, of any and all violations of the Declaration, Association rules and regulations, and amendments thereto by such tenant or occupant. Such written notice shall give the Owner ten (10) business days to provide the Association with written evidence of the measures such Owner has taken to ensure such violations by their tenant or occupant does not continue. Any violation by such tenant or occupant of the same or similar nature within sixty (60) calendar days of the original violation, shall be considered a continuation of the previous violation. The rules and regulations adopted by the Board for the enforcement of this Section 33 shall be implemented against any Owner who fails to provide such written notice to the Association as required in this part or whose tenant's or occupant's actions are considered a continuation of a previous violation.

(ii) Lease Termination. After the Board-adopted rules and regulations for the enforcement of this part has been implemented as a measure and prerequisite to compel the tenant's or occupant's compliance through the Owner, should such violations continue, the Association shall be entitled to file suit against such tenant or occupant and Owner for unlawful detainer, and the Association shall further be entitled to file Writs to seek possession of the Owner's Home, evict such tenant or occupant and return possession of the Home to the lawful Owner thereof as soon as reasonably possible after the execution of such Writ. All costs for such action, including reasonable attorneys' fees, shall be a continuing lien and charge against such Owner's Home, and be the personal obligation of such Owner.

(iii) Lease Termination due to Violence or Threats to Health, Safety or Welfare. Should any tenant or occupant willfully or intentionally commit a violent act, or behave in a manner which constitutes or threatens to be a real and present danger to the health, safety or welfare or the life or property of other owners, tenants or occupants at Caroline Farms; or creates a hazardous or unsanitary condition in their Home or within Caroline Farms 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 Caroline Farms 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 and shall return possession of the Home to such Owner as soon as reasonably possible after the execution of such Writ.

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 Covenants, Conditions and Restrictions for Caroline Farms 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 13th day of October, 20 26.

CAROLINE FARMS HOMEOWNERS' ASSOCIATION, INC.



By:

Its: President

STATE OF TENNESSEE)
COUNTY OF RUTHERFORD)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Carozaan W with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon his oath, acknowledged himself/herself to be the President of Caroline Farms Homeowners' Association, Inc. and that he/she as such President, 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 President.

Witness my hand and official seal at PSMT, Rutherford County, Tennessee, this 13 day of October, 2026.



Notary Public

My Commission Expires:

My Commission Expires
May 20, 2029



**AFFIDAVIT OF AGREEMENT FOR AMENDMENT
BY
SECRETARY OF CAROLINE FARMS HOMEOWNERS' ASSOCIATION, INC.**

The undersigned, Anthony McGuire, Secretary of Caroline Farms Homeowners' Association, Inc., certifies and affirms that in accordance with Article IX, Section C of the Restrictive Covenants and Conditions Applying to Caroline Farms, this Amendment was amended by agreement as represented by the signatures of lot owners having at least a 51 percent of the votes in the Association.

**CAROLINE FARMS
HOMEOWNERS' ASSOCIATION, INC.**

Anthony R. McGuire

By:
Its: Secretary

STATE OF TENNESSEE)
COUNTY OF RUTHERFORD)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Carozaan Wallis with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her/his oath, acknowledged herself/himself to be the Secretary of Caroline Farms Homeowners' Association, Inc., and that she/he as such Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Association by herself/himself as such Secretary.

Witness my hand and official seal at PSMT, Rutherford County, Tennessee, this 13 day of October, 2026.

Carozaan Wallis

Notary Public

My Commission Expires:

My Commission Expires
May 20, 2029

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