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Rutherford County Tennessee
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**AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR GENERAL'S
LANDING AND GENERAL'S LANDING TOWNHOMES**

THIS AMENDMENT to the Declaration of Covenants, Conditions, and Restrictions for General's Landing and General's Landing Townhomes ("Amendment") is made and entered into by the Declarant of the General's Landing Homeowners' Association, Inc. ("General's Landing" or "Association"), in accordance with Article Eleven, Section 11.3 of the Declaration of Covenants, Conditions and Restrictions of General's Landing and General's Landing Townhomes ("Declaration") of record in Book 1725, Page 3456 et seq. of the Register's Office for Rutherford County, Tennessee; the same having been supplemented by the Supplemental Declaration of Covenants, Conditions and Restrictions for General's Landing Section I, Phase II and General's Landing Townhomes Phase 1B, of record in Book 1791, Pages 2916-2918, said Register's Office; the same having further been supplemented by the Supplemental Declaration of Covenants, Conditions and Restrictions for General's Landing Section II of record in Book 1889, Pages 2433-2435, of said Register's Office; the same having further been supplemented by the Supplemental Declaration of Covenants, Conditions and Restrictions for General's Landing Townhomes Section II, Phase 2A of record in Book 1889, Pages 2436-2438 of said Register's Office; and the same having further been supplemented by the Supplemental Declaration of Covenants, Conditions and Restrictions for General's Landing Townhomes Section II, Phase 2B of record in Book 1958, Pages 3963-3965, of 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 Eleven, Section 11.3 of the Declaration, the same may be amended by the Declarant unilaterally without the consent of any other Owners for so long as Declarant owns any Detached Lot or Townhome Unit within General's Landing and for a period of ten years after the Declarant owns any Detached Lot, Townhome Unit, or property within the Development or property to be annexed to the Development, whichever is longer; and,

WHEREAS, as evidenced by the signature below, the Declarant, Blue Sky Construction, Inc., certifies that it still owns a Detached Lot, Townhome Unit or property within the Development or property to be annexed by the Development, has agreed to these Amendments and as such, these Amendments shall be adopted.

NOW, THEREFORE, by these presents Article Seven, Section 7.1 of the Declaration is amended by inserting the following paragraph:

In the event that a casualty event that is covered on the Association's insurance policy is caused by the willful or negligent act of the Owner, their family, or guests or invitees, the Association may assess the amount of any deductible expense attributable to any Lot or Townhome Unit(s) to the Owner(s) of the affected Lot(s) or Townhome Unit(s).

NOW, THEREFORE, by these presents Article One, Section 1.5 of the Declaration is deleted in its entirety and replaced with the following:

Section 1.5 Common Elements shall include but are not limited to: the common roof of all Townhome Units, the exterior walls of all Townhome Units, the exterior fixtures of all Townhome Units, all exterior doors of Townhome Units, exterior lighting, the mailbox kiosk, the driveway and parking areas for the mailbox kiosk, the monument signage for the development, the solid waste disposal area including enclosure, the fence along West Thompson Lane in the common area, any sidewalks not in public right of way, the required landscape buffer along the eastern boundary of the development, the required perimeter plantings located within the landscape easement along the western and northern boundaries of the development, drainage and detention improvements and common landscaping.

Only the changes and amendments made by this Amendment to the Declaration of Covenants, Conditions, and Restrictions for General's Landing and General's Landing Townhomes 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.

NOW, THEREFORE, by these presents Article Nine, Section 9.19 of the Declaration is deleted in its entirety and replaced with the following:

Section 9.19 Leasing Prohibition.

1. Definitions. All definitions included below shall apply to this new Section 9.19 and the Declaration in its entirety.
 - i. "Biological Unit 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, the Declaration/Master Deed or By-Laws, "days" when used therein, shall mean calendar days.
 - iii. "Townhome Unit or Townhome Units". 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 Townhome Unit by any person or persons other than the Owner, or any

lease-purchase, license or similar agreement, regardless of whether the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.

- vi. “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. To determine whether a Unit 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.
 - vii. “Short-term rental Unit” or “STR” means a Townhome Unit that is rented wholly or partially for a fee for a period of one hundred eighty (180) calendar days or less.
 - viii. “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 Townhome Unit.
 - ix. “Tenant”. Means a person entitled under a rental agreement to occupy a Townhome Unit to the exclusion of others.
 - x. “Transient”. Means any right to use, occupy or possession, or the use, occupancy or possession of a Townhome Unit for a period of thirty (30) calendar days or less.
2. General Prohibition and Exceptions. Except as expressly provided in Paragraph 4 below, no Townhome Unit shall be leased, rented, licensed, or otherwise occupied by any person or persons other than the Owner. The Board shall have no authority to approve any Leasing that is prohibited by this Section 9.19.
3. Requirements for Any Permitted Leasing. Any Leasing expressly permitted under Paragraph 4 below 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 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, shall be filed with the Association Secretary or community manager prior to occupancy. The names and contact information provided to the Association Secretary or community association manager shall only be used in the event of an emergency or to provide other notices as may reasonably need to be provided.
 - b. Lease terms shall be for no less than one hundred eighty (180) calendar days.

- c. Owners who lease their Townhome Units 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.
- d. There shall be no assignment of any lease unless such assignment is in writing and made only to those excluded transfers of ownership identified Paragraph (4)(b)(ii) below and a copy of such written assignment is provided to the Board or community manager.
- e. No subleasing, assignment, or transfer of any lease or right of occupancy shall be permitted.
- f. No transient tenants shall be accommodated in any Townhome Unit.
- g. No Townhome Unit 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.
- h. No Townhome Unit shall be leased except in its entirety; provided, however, that an Owner who resides in the Townhome Unit as his or her primary residence may have a roommate residing in the Townhome Unit without such arrangement being deemed Leasing.
- i. The maximum number of Occupants residing in each Townhome Unit shall be limited to two (2) people per bedroom, or such greater number as shall be necessary to comply with provisions of the Fair Housing Amendments Act of 1988 or any other applicable law.
- j. Tenants and occupants named in all permitted leases shall be subject to the Declaration, By-Laws, and rules and regulations for General's Landing, all existing amendments thereto, and future amendments as they may be adopted from time to time.
- k. The Association shall be considered a third-party beneficiary of all leases and sub-leases for the limited purpose of enforcing all lease terms and conditions with regard to violations of the Declaration, By-Laws or rules and regulations of the Association in the event the Owner fails or refuses to do so. Provisions of the Declaration, By-Laws or 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.
- l. The Board in its discretion, shall be permitted but not required to adopt a reasonable leasing fee to be charged to Owners wishing to lease their Townhome Unit for the purpose offsetting any damage to Common Area which is attributed to a Tenant or occupant of a Townhome Unit or to offset other expenses incurred by the Association related to the leasing of Townhome Units. 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: With the exception of Paragraph (3) Lease Requirements section above, and Paragraphs (5), (6) and (7) below, the prohibition upon Leasing 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 Townhome Unit who becomes the Owner of the Townhome Unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such mortgage and/or Deed of Trust.
- b. Existing Owners: Subject to Paragraph (3) above and Paragraphs (5), (6), and (7) below, existing Owners as of the date of recording of this Amendment may lease their Townhome Unit and are grandfathered from the leasing prohibition created by this Amendment.
 - i. Once an Owner who has enjoyed this grandfathered status transfers ownership to any third party, his or her Townhome Unit and the Owner thereof shall thereafter be subject to the leasing prohibition created by this Amendment, unless the transfer qualifies under subpart ii. below.
 - ii. 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 (3) Lease Requirements above, and Paragraphs (5), (6) and (7) below.
 - iii. All existing Owners who currently lease their Townhome Units 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 Townhome Unit, 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, or lease summary naming all tenants and occupants, the cellular number and email address of all tenants and occupant above the age of eighteen (18) years of age, to the Association management company within thirty (30) calendar days prior to tenant's occupancy.
- c. Family Members and Biological Heirs: Occupancy of a Townhome Unit by Biological Heirs, children, grandchildren, parents, aunts, uncles, sisters, brothers, nieces, or nephews of an Owner shall not be considered Leasing, provided no rent or other consideration is paid for such occupancy. Any such occupancy shall remain subject to 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 the Association who becomes the Owner of a Townhome

Unit 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.

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.
6. Rental Fine Policy. Violations of this Section 9.19 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 fees incurred in the enforcement of this part, shall be the responsibility of the Owner. Any and all such fines, costs and reasonable attorney fees, together with fines created by such rules and regulations, shall be a continuing lien against the Townhome Unit and shall further be the personal obligation of the Owner.
7. Tenant/Occupant Violations.
 - a. 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, By-Laws, 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 tenants or occupants 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 9.19 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.
 - b. 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 Townhome Unit, evict such tenant or occupant and return possession of the Townhome Unit 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 Townhome Unit, and be the personal obligation of such Owner.

- c. 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 General's Landing; or creates a hazardous or unsanitary condition in their Townhome Unit or within General's Landing 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 General's Landing 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 Townhome Unit 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 Townhome Unit 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 Townhome Unit at the time the fine(s) were levied.

Only the changes and amendments made by this Amendment 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.

[Signature pages to follow]

IN WITNESS WHEREOF, the undersigned have executed this instrument as of this the 2nd day of Sept., 20 26.

"DECLARANT"

BLUE SKY CONSTRUCTION, INC.

M.I.
By: HOWARD Wilson
It's: Blue Sky Construction, INC.

STATE OF TENNESSEE)
COUNTY OF RUTHERFORD)

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Howard Wilson, with whom I am personally acquainted, and who upon his/her oath acknowledged himself/herself to be the President of BLUE SKY CONSTRUCTION, INC. and 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 BLUE SKY CONSTRUCTION, INC. by himself/herself as such President.

WITNESS MY HAND and official seal on this 2nd day of September, 20 26

My Commission Expires: 08/19/2029

[Signature]
Notary Public

