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THIS INSTRUMENT PREPARED BY:
SCOTT D. WEISS, ATTORNEY AT LAW
Weiss & Weiss, Attorneys at Law
Signature Center
1900 Church Street, Suite 301
Nashville, Tennessee 37203
(Prepared from information provided
by and at the direction of the
Woodwyn Hills Homeowner's Association)

AMENDMENT TO THE DECLARATION OF RESTRICTIVE COVENANTS FOR WOODWYN HILLS

THIS AMENDMENT to the Declaration of Restrictive Covenants for Woodwyn Hills ("Amendment") is made and entered into by the Owners of the Lots within Woodwyn Hills Homeowner's Association ("Woodwyn Hills" or "Association") as defined therein, in accordance with Article 8, Paragraph 8.3 of the Declaration of Restrictive Covenants for Woodwyn Hills ("Declaration") of record in Book 466, Page 869, et seq., Register's Office for Sumner County, Tennessee; the same having been supplemented to annex additional property by First Supplementary Declaration to Declaration of Restrictive Covenants for Woodwyn Hills ("First Supplement"), of record in Book 687, Page 580, et seq., said Register's Office; the same having further been supplemented to annex additional property by Second Supplementary Declaration to Declaration of Restrictive Covenants for Woodwyn Hills ("Second Supplement"), of record in Book 998, Page 186, et seq., said Register's Office.

WITNESSETH:

WHEREAS, pursuant to Article 8, Paragraph 8.3 of the Declaration, the same may be amended by the affirmative vote of at least three-fourths (3/4) of the Owners who's Lots are then subject the Declaration; and,

WHEREAS, all Meetings of the Association whether annual, special or otherwise, shall be called in accordance with Article 4 of the By-Laws of Woodwyn Hills Homeowners Association, Inc. ("By-Laws"), the same being attached to the Declaration as Exhibit "C"; and,

WHEREAS, as evidenced by their signatures below, the undersigned President and Secretary of the Association certify that a special meeting of the Members was held on October 2, 2017 where a quorum of Members was established, and at least three-fourths (3/4) of the Owners who's Lots were then subject to the Declaration, present in person or by proxy, made a motion which was seconded and carried, that this Amendment to the Declaration of Restrictive Covenants for Woodwyn Hills shall be adopted.

NOW, THEREFORE, by these presents, Article 3 of the Declaration entitled Architectural, Maintenance, and Use Restrictions, is hereby amended by adding the following new Paragraph 3..29 thereto as follows:

3..29 Leasing.

(1) Definition and Restrictions

A. **Definition.** “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 Detached 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.

B. Restrictions.

1. Subsequent to the date of this Amendment, no Lot shall be leased. Notwithstanding this prohibition upon Leasing, the Board, in its discretion, shall be empowered to allow reasonable leasing of Detached Homes to avoid undue hardship for reasons to include, but not limited to:

- (a) If an Owner must relocate his or her place of residence and cannot within ninety (90) days from the date that the Detached Home was placed on the real estate market, sell the Detached Home for at least the current appraised market value, after having made reasonable efforts to do so
- (b) If an Owner dies and the Detached Home is being administered by his or her estate and/or surviving heirs at law
- (c) If an Owner takes a leave of absence or is temporarily relocated a distance of fifty (50) miles or greater from the Detached Home and intends to return to reside in the home
- (d) If an Owner is a member of the United States armed forces and is deployed for more than sixty (60) calendar days for a distance of more than fifty (50) miles from his Detached Home.

In all such hardship situations the Owner shall reapply no less than thirty (30) business day prior to the end of the natural lease term for renewal of the hardship exception created herein.

Those Owners who are required to demonstrate, and who have so demonstrated that the inability to lease their Detached Home would result in undue hardship, and who have obtained the requisite written approval from the Board, may lease their Detached Home for such duration as the Board reasonably determines is necessary to prevent undue hardship. No hardship exemption shall be granted for more than one (1) year at a time, and the Owner shall reapply for the renewal of a hardship exemption no less than sixty (60) business days prior to the natural

expiration of the lease. If the Owner makes such application for renewal of hardship exemption to the Board, and does not receive a written approval or denial of the renewal hardship exemption from the Board prior to the natural expiration of the lease, the hardship exemption shall be presumed to be approved. The Board shall not unreasonably withhold approval.

(2) Lease Requirements

Such leasing as is permitted herein, shall be subject to reasonable rules promulgated by the Board, and the following requirements:

1. All leases shall be in writing and a copy of the fully executed lease naming all tenants and occupants shall be filed with the Community Manager prior to occupancy.
2. Lease terms shall be for no less than one (1) year.
3. There shall be no subleasing or assignment of leases except with the prior written approval of the Owner.
4. No transient tenants shall be accommodated in any Detached Home.
5. No Detached Home shall be advertised and/or used as a halfway house, nor shall it be advertised and/or used as a 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.
6. No Detached Home shall be leased except in its entirety.
7. Tenants and occupants named in all leases shall be subject to the Declaration, By-Laws and Rules and Regulations for Woodwyn Hills, as the same may be amended from time to time.
8. A reasonable leasing fee, to be determined by the Board in its discretion, may be paid by the owner on or before the date of occupancy of all tenants and occupants.

(3) Excluded Parties

A. Mortgage/Deed of Trust:

Notwithstanding any provision herein to the contrary, 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 Detached Home who becomes the Owner of the Detached Home through foreclosure, deed in lieu of foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such mortgage and/or Deed of Trust.

B. Existing Owners:

Existing Owners as of the date of this Amendment, may lease their Detached Home and are effectively “grandfathered”. The exclusion herein shall only be applicable to Owners, their tenants and occupants who, as of the date of this Amendment, currently are, and remain in compliance with the existing Declaration, By-Laws, amendments thereto and Association Rules and Regulations for Woodwyn Hills.

Once an Owner who has enjoyed this grandfathered status, transfers ownership to any third party, his or her Detached 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.

All existing Owners who currently lease their Detached Home and those Owners who currently do not lease their Detached 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 of tenant’s occupancy or within thirty (30) calendar days of this Amendment for any Detached House which is currently being leased as of the date of this Amendment.

C. Association:

Notwithstanding any provision herein to the contrary, this Amendment shall not apply to any leasing transaction entered into by Woodwyn Hills Homeowner’s Association who becomes the Owner of a Detached 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.

(4) Tenants and Occupants Liable

Tenants, occupants and invitees of any Owner shall be subject to and shall comply with, the Declaration, By-Laws for Woodwyn Hills and all amendments thereto, and all duly adopted Rules and Regulations by the Board for the Association.

(5) Rental Fine Policy

An Owner in violation of any provision of this Amendment shall be provided written notice of such violation and shall have ten (10) business days from the date of such written notice to comply. If the Owner fails and/or refuses to comply with such written notice, the Owner will be fined \$100.00 per month until such Owner complies with this provision of the Amendment, or for four (4) months, whichever comes first.

If after the Owner is assessed for four (4) months of fines as recited herein, such Owner remains non-compliant with any provision of this Amendment, Woodwyn Hills, by and through its duly elected Board, shall be entitled to seek all of the same remedies within the Declaration as are provided for the enforcement of unpaid and delinquent Assessments and Special Assessments as the same are defined within the Declaration and all existing and future amendments thereto.

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

Tenant/Occupant Violations. 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, 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 Rental Fine Policy above 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.

After the above Rental Fine Policy 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 Detached Home, and evict such tenant or occupant. All costs for such action, including reasonable attorneys' fees, shall be a continuing lien and charge against such Owner's Detached Home, and be the personal obligation of such Owner.

Only the changes and amendments made by this Amendment to the Declaration of Restrictive Covenants for Woodwyn Hills 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 2nd of October, 2017.

**WOODWYN HILLS
HOMEOWNER'S ASSOCIATION**


By: Julie Gurel
Its: President

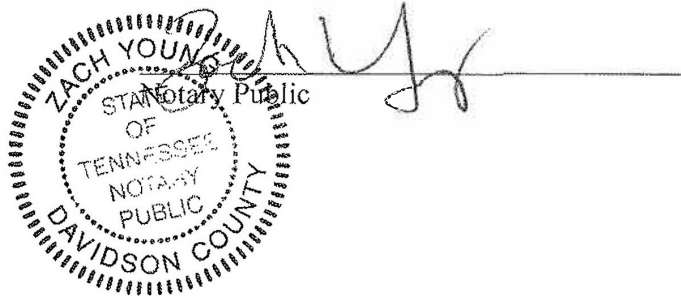
STATE OF TENNESSEE)
COUNTY OF SUMNER)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Julie Gurel with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her oath, acknowledged herself to be the President of Woodwyn Hills Homeowner's Association, and that 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 herself as such President.

Witness my hand and official seal at Davidson, Sumner County, Tennessee, this 2 day of October, 2017.

My Commission Expires:

March 8, 2021



**AFFIDAVIT OF VOTE UPON AMENDMENT
BY
SECRETARY FOR WOODWYN HILLS HOMEOWNER'S ASSOCIATION**

The undersigned, Charles Spurlock, Secretary of Woodwyn Hills Homeowner's Association, certifies and affirms that in accordance with Article 8, Paragraph 8.3 of the Declaration of Restrictive Covenants for Woodwyn Hills, a special meeting of the Members was held on October 2, 2017 where a quorum of Members was established and at least three-fourths (3/4) of the Owners who's Lots were then subject to the Declaration, present in person or by proxy, made a motion which was seconded and carried, that this Amendment to the Declaration of Restrictive Covenants for Woodwyn Hills shall be adopted.

**WOODWYN HILLS
HOMEOWNER'S ASSOCIATION**



By: Charles Spurlock
Its: Secretary

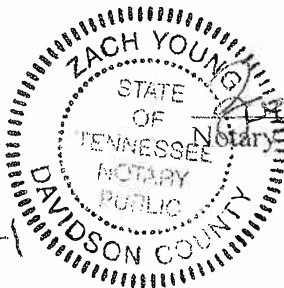
STATE OF TENNESSEE)
COUNTY OF SUMNER)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Charles Spurlock 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 Secretary of Woodwyn Hills Homeowner's Association, and that 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 himself as such Secretary.

Witness my hand and official seal at Goodlettsville, Sumner County, Tennessee, this 2 day of October, 2017.

My Commission Expires:

March 8, 2021

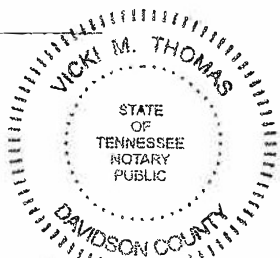




I, the undersigned, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.


SCOTT D. WEISS

State of Tennessee
County of Davidson



Personally appeared before me, the undersigned, a Notary Public for this county and state, SCOTT D. WEISS, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

My Commission Expires: 01/09/2018


Notary Public