

This Instrument Prepared by:  
Mr. Robert J. Notestine III  
Attorney at Law  
109 Kenner Avenue  
Suite 201  
Nashville, TN 37205

Pick Up

**AMENDMENT OF THE DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS AND BYLAWS FOR  
MOORELAND ESTATES HOMEOWNERS ASSOCIATION  
OF RECORD IN BOOK 225, PAGE 536, AS AMENDED  
REGISTER'S OFFICE FOR WILLIAMSON COUNTY, TENNESSEE**

THIS AMENDMENT, executed and made effective this 16<sup>TH</sup> day of JULY, 2013 by the Private residence owners in the Subdivision and members of Mooreland Estates Homeowner's Association, Inc. (the Association) pursuant to the written consent of at least sixty seven percent (67%) of the total ownership in the Subdivision by the Private residence owners as provided in Article 10, Section 4 of the Declaration of Covenants, Conditions and Restrictions for the Subdivision (the Declaration) by vote at a special meeting of the Private residence owners and Members of the Association held on JULY 16<sup>TH</sup>, 2013, hereby amends the Declaration as follows:

1. A New paragraph is added to Section VI as follows:

**Rental Agreements Provided**

1. To assume a community of congenial Private residence owners and to protect the value of the private residences in the Subdivision, no residence Owner shall be permitted to lease or rent his/her private residence or any improvements located thereon. Except as provided herein, the Subdivision shall henceforth be solely an owner-occupied residential development with no residences to be used for rental or lease purposes.

2. This restriction on leasing of Private residences, either improved or unimproved, shall be binding upon current Private residence owners and their heirs, successors and / or assigns. Notwithstanding the forgoing provisions, it shall not apply to any current private residences being rented in effect on that date of the approval of this Amendment by the Private residence owners. However, except as is provided herein, the provisions of this amendment, shall apply to said private residences upon the first sale or transfer of title of said unit after the adoption of this amendment.
3. Except as is otherwise provided herein, the attempt to lease any private residence, or the improvements thereon, or the listing of any private residence for lease with a property management company shall be a violation of the Declaration and of the Bylaws of the Association and the Board of the Association shall have recourse to all remedies as provided in sections 4(g) and 5(b) of the Declaration, including but not limited to imposing fines for said violation at a rate to be determined by the Board of the Association.
4. Each Private Resident is responsible for ensuring that occupants of the dwelling located thereon comply with the Declaration and Bylaws and they shall be liable for all violations and damages caused by said occupants proximately.
5. Notwithstanding the forgoing provisions, an Owner residing on his or her private residence may lease his or her dwelling located thereof for a lease period not to exceed twenty four (24) months as long as it is approved by a majority vote of the Board of Directors.

THIS AMENDMENT to the Declaration shall in no way be constructed to amend, alter, or revise any other provision of the Declaration, except as is provided herein. However, to the extent that the terms, conditions and provisions of this Amendment are contrary and conflict with the terms, condition, and provision of the Declaration, the terms, conditions, and provisions hereof shall supersede and control over the terms, conditions and provisions of the Bylaws.

**MOORELAND ESTATES  
HOMEOWNER'S ASSOCIATION**

By: Richard L Bray  
President

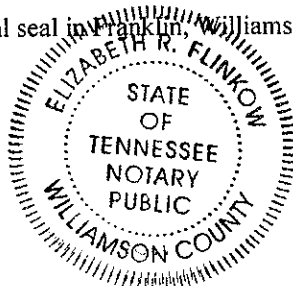
By: Rosie Hite  
Secretary

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Before me, Elizabeth R. Flinkow Notary Public in and for the State and County aforesaid, personally appeared Richard Bray and Rosie Hite, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself / herself to be the officers of the Mooreland Estates Homeowners' Association, a corporation, and that he/she as such officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself / herself as said officers.

Witness my hand and official seal in Franklin, Williamson County, Tennessee this 11th day Oct, 2014



Elizabeth R. Flinkow  
Elizabeth R. Flinkow

Notary Public  
My Commission Expires: 11-26-17


## EXHIBIT A

The following homes were rental property at the time of the passage of this amendment and are therefore grandfathered under the terms of said document.

1616 Amanda Court	7008 Tartan Drive
1617 Amanda Court	7010 Tartan Drive
1618 Amanda Court	7012 Tartan Drive
1620 Amanda Court	7015 Tartan Drive
403 Flowerwood Court	7025 Tartan Drive
407 Flowerwood Court	
302 Flowerwood Court	7032 Tartan Crest Drive
7025 Reed Court	7035 Tartan Crest Drive
1602 Reed Drive	701 Vineland Court
1607 Reed Drive	703 Vineland Court
1611 Reed Drive	1623 Vineland Drive
1610 Rosewood Drive	1630 Vineland Drive
1602 Rosewood Drive	1631 Vineland Drive
1609 Rosewood Drive	
1610 Rosewood Drive	501 Sunberry Court
1612 Rosewood Drive	505 Sunberry Court

**BK: 6299 PG: 763-766**

**14039124**

	4 PGS:AL-RESTRICTIONS
	358919
	<b>10/17/2014 - 11:59 AM</b>
	BATCH 358919
	MORTGAGE TAX 0.00
	TRANSFER TAX 0.00
	RECORDING FEE 20.00
	DP FEE 2.00
	REGISTER'S FEE 0.00
	TOTAL AMOUNT 22.00

STATE OF TENNESSEE, WILLIAMSON COUNTY

**SADIE WADE**  
REGISTER OF DEEDS