

8776116-496-29



Barclay Place Homeowners Association, Inc.

May 6, 2020

RE: Amendment to Documents

Dear Homeowner(s):

The enclosed Covenant Amendment was presented at the Barclay Place Annual Meeting that was on February 4, 2020. And with additional effort, it was able to obtain the rest of the required votes after the meeting. The Amendment passed with sixty-one (61) affirmative votes and eight (8) negative votes.

Please review the enclosed Amendment and comply with the new requirements of maintaining the trees in your yard between the sidewalk and street and maintaining the landscaping within the berm for those residence along the south side of the subdivision.

As with all Annual Meetings, important information affecting all owners is presented and, therefore, it is important to attend.

The HOA Board will advertise the next Annual Meeting targeted for February 2021 and ask that all attend, if possible.

Thank you and stay safe,

Tim Holst
Barclay Place HOA President

BK/PG: 7975/792-798

20018986

7 PGS : RESTRICTIONS

KAREN DUBOSE 662481 - 20018986

04/28/2020 - 12:30:20 PM

MORTGAGE TAX 0.00

TRANSFER TAX 0.00

RECORDING FEE 35.00

DP FEE 2.00

REGISTER'S FEE 0.00

TOTAL AMOUNT 37.00

STATE OF TENNESSEE, WILLIAMSON COUNTY

SHERRY ANDERSON

REGISTER OF DEEDS

THIS INSTRUMENT PREPARED BY:
SCOTT D. WEISS, ESQ., CCAL
 Ortale Kelley Law Firm
 CMT Building
 330 Commerce Street, Suite 110
 Nashville, Tennessee 37201
 (Prepared from information provided
 by and at the direction of the Barclay
 Place Homeowners Association, Inc.)

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BARCLAY PLACE

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for Barclay Place ("Amendment") is made and entered into by the Members of the Barclay Place Homeowners Association, Inc. ("Barclay Place" or "Association") in accordance with Article XII, Section 2 of the Declaration of Covenants, Conditions and Restrictions for Barclay Place ("Declaration") of record in Book 4966, Page 495, et seq., Register's Office for Williamson County, Tennessee; said Declaration having been amended by Amendment to the Declaration of Covenants, Conditions and Restrictions for Barclay Place ("First Amendment"), of record in Book 7483, Pages 106-113, 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 XII, Section 2 of the Declaration, the same may be amended by a sixty-seven percent (67%) affirmative vote of the Members at any duly called meeting, and,

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

WHEREAS, neither the Charter of Barclay Place Homeowners Association, Inc., of record in Book 4902, Pages 586-589, said Register's Office, nor the By-Laws of Barclay Place Homeowners Association, Inc. ("By-Laws"), attached as Exhibit C to the Declaration, prohibit or



limit any action which may be taken at any annual or special meeting from being taken by written ballot in accordance with Tenn. Code Ann. Section 48-57-108; and,

WHEREAS, in accordance with Tenn. Code Ann. Section 48-57-108(c), a quorum was established by Members holding at least twenty percent (20%) of the votes entitled to be cast as required by Article I, Section 8 of the By-Laws; and,

WHEREAS, by written ballot delivered to every member of the Association, Members holding at least twenty percent (20%) of the votes entitled to be cast, voted in favor of this Amendment; and,

WHEREAS, by his signature below, the undersigned, Tim Holst, President of Barclay Place, and further certified by the undersigned Kevin Meyers, Secretary of Barclay Place, certify that Members holding at least twenty percent (20%) of the votes entitled to be cast, voted in favor of this Amendment, effective April 15, 2020.

NOW, THEREFORE, by these presents, Article II, Section 2 of the Declaration, is hereby deleted in its entirety and replaced with the following:

Section 2. Sidewalks. Every Owner shall have a right and easement of enjoyment in and to the sidewalks located on each Residential Unit, subject to any restrictions or limitations contained in this Declaration or subjecting such Residential Unit to this Declaration. Any Owner may delegate their right of enjoyment to the members of his or her family, tenants, and social invitees subject to reasonable regulation by the Board and in accordance with procedures the Board may adopt from time to time. Each Owner shall be responsible for constructing and maintaining the sidewalk on such Residential Unit in a safe condition and in accordance with the Community-Wide Standard and other rules and regulations which may be established by the Board from time to time. Each Owner shall also be responsible for installing street trees in the grassy median area adjacent to the sidewalk which is appurtenant to his Residential Unit if such trees are not already installed, and for maintaining, watering, pruning and replacing dead street trees. Replacement of dead street trees shall be subject to Article X, Section 3, part (e) of this Declaration. If an Owner fails to maintain the sidewalk and street trees located in the grassy median adjacent to such sidewalk on his or her Residential Unit, as required by this Section, and fails or refuses to perform such maintenance upon request by the Board, the Board shall have the right to perform or have performed such maintenance and levy the costs of such

8776116-496-5-9



maintenance against such Owner and such Owner's Residential Unit equal to the cost and expenses incurred by the Association in performing such maintenance or having such maintenance performed.

NOW, THEREFORE, by these presents, Article IV, Section 2 of the Declaration, is hereby amended by adding the following new sub-part (a) and sub-part (b) thereto as follows:

- (a) "Berm." Shall be defined as a raised slope or embankment located upon Common Area or adjacent to one or more Lots, which runs vertically across such Common Area or Lot(s).
- (b) Berm Maintenance, Repair and Upkeep. A Berm runs along the south side of Lot Nos. 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, and 85, all such Lots being shown on the Final Plat. The Owners of each respective Lot shall be responsible for all maintenance, repairs and upkeep of the portion of Berm which is located immediately adjacent to his Lot. Each respective Lot Owner's responsibility for such maintenance, repair and upkeep of his portion of the Berm shall be limited to that area of the Berm located within the eastern and western property line of such Lot as though the property line extended all the way through his respective portion of Berm. Maintenance, repair and upkeep shall include but not be limited to grass cutting, trash and debris removal as may be required to ensure that such portion of Berm is maintained consistent with the Community-Wide Standard.

Only the changes and amendments made by this Amendment to the Declaration of Covenants, Conditions and Restrictions for Barclay Place 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.

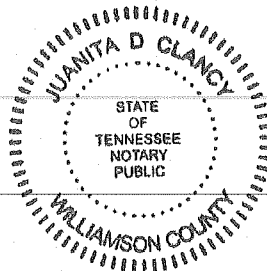
[Signature page to follow]

8776116-496-6-9

IN WITNESS WHEREOF, the undersigned have executed this instrument as of this the 20th of April, 2020.

BARCLAY PLACE
HOMEOWNERS ASSOCIATION, INC.

Tim Holst
By: Tim Holst
Its: President



STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Tim Holst 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 President of Barclay Place Homeowners Association, Inc., and that he 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 Franklin Williamson County, Tennessee, this 20th day of April, 2020.

Juanita Clancy
Notary Public

My Commission Expires: 6-26-2022

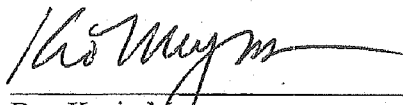
**AFFIDAVIT OF AFFIRMATIVE VOTE FOR AMENDMENT
BY
SECRETARY OF BARCLAY PLACE HOMEOWNERS ASSOCIATION, INC.**

The undersigned, Kevin Meyers, Secretary of Barclay Place Homeowners Association, Inc., certifies and affirms that in accordance with Article XII, Section 2 of the Declaration of Covenants, Conditions and Restrictions for Barclay Place, an annual meeting of the Members was held on February 4, 2020 where a quorum of Members, present in person or by proxy, made a motion which was seconded and carried by the affirmative vote of sixty-seven percent (67%) of the Members, that this Amendment to the Declaration of Covenants, Conditions and Restrictions for Barclay Place shall be adopted.

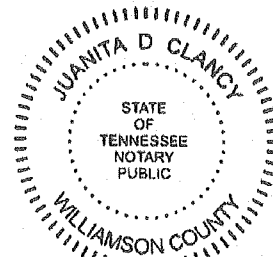
All Members who voted at such annual meeting by proxy, did so pursuant to Tenn. Code Ann. § 48-57-205 as neither the Declaration nor By-Laws provide any direction regarding voting by proxy and the Charter of Barclay Place Homeowners Association, Inc., of record in Book 4902, Pages 586-589, Register's Office for Williamson County, Tennessee, does not prohibit or limit proxy voting.

Neither the Charter nor the By-Laws of Barclay Place Homeowners Association, Inc. prohibit or limit any action which may be taken at any annual from being taken by written ballot in accordance with Tenn. Code Ann. Section 48-57-108. In accordance with Tenn. Code Ann. Section 48-57-108(c), a quorum was established by Members holding at least twenty percent (20%) of the votes entitled to be cast as required by Article I, Section 8 of the By-Laws, and by written ballot delivered to every member of the Association, Members holding at least twenty percent (20%) of the votes entitled to be cast, voted in favor of this Amendment effective April 15, 2020

BARCLAY PLACE
HOMEOWNERS ASSOCIATION, INC.



By: Kevin Meyers
Its: Secretary



Expires 6.26.2022

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

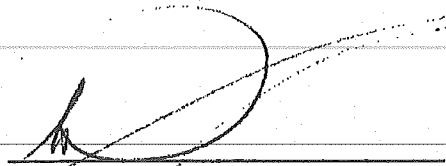
Before me, a Notary Public in and for the State and County aforesaid, personally appeared **Kevin Meyers** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon his oath, acknowledged himself to be the Secretary of Barclay Place Homeowners Association, 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 Franklin Williamson County, Tennessee,
this 20th day of April, 2020.

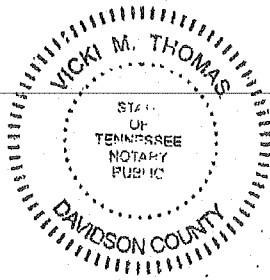
Quana Clark
Notary Public

My Commission Expires: 6.26.2022

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

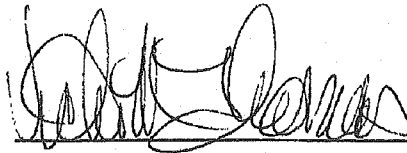


State of Tennessee

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: 11/08/2021



Notary Public