

BK/PG: 7483/106-113
18040635

B PGS : RESTRICTIONS	
SAVANNAH GIBSON	564151 - 18040635
10/15/2018	- 10:15:22 AM
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	40.00
DE FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	42.00

STATE OF TENNESSEE, WILLIAMSON COUNTY

SHERY ANDERSON

REGISTER OF DEEDS

THIS INSTRUMENT PREPARED BY:
SCOTT D. WEISS, ATTORNEY AT LAW
 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.

WITNESSETH:

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, as evidenced by their signatures below, the President and Secretary of Barclay Place Homeowners Association, Inc., certify that a _____ meeting of the Members was held on _____, 2018 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.

NOW, THEREFORE, by these presents, Section 1, part (w) of Article XI, Use Restrictions of the Declaration, is hereby deleted in its entirety and replaced with the following:

(w) Leasing.

(1) Definitions.

- i. "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 Residential Unit 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.
- ii. "Transient". Means any right to use, occupy or possess, or the use, occupancy or possession of a Residential Unit for a period of thirty (30) calendar days or less.
- iii. "Short-term rental Unit" or "STR" means a Residential Unit that is rented wholly or partially for a fee for a period of less than thirty (30) continuous days.

(2) Lease Restriction and Exceptions

- (a) With the exception of leasing which may be approved by the Board from time to time due to hardship as defined in part (b) below, and Excluded Parties defined in Paragraph 4 below, under no circumstances shall the Board approve any lease of a Residential Unit in Barclay Place. Failure of the Board to strictly comply with this or any other provision within this Amendment, shall not act as a waiver of its right to do so at any time in the future.
- (b) The Board, in its discretion, shall be empowered to allow reasonable leasing of Residential Units to avoid undue hardship for reasons to include, but not limited to
 - (i) If an Owner must relocate his or her place of residence and cannot, within ninety (90) calendar days from the date that the Residential Unit was placed on the real estate market, sell the Unit for at least the current appraised market value, after having made reasonable efforts to do so.
 - (ii) If an Owner dies and the Residential Unit is being occupied by his heirs or devisees or is being administered by his or her estate and/or surviving heirs at law;
 - (iii) If the Owner takes a leave of absence or is temporarily relocated a distance of fifty (50) miles or greater from the Residential Unit and intends to return to reside in the Unit.
 - (iv) Owners who are members of the United States armed forces and are deployed for more than sixty (60) calendar days from their Unit and who produce a copy of such orders to the Board as evidence of such deployment.
 - (v) In all such hardship situations the Owner shall reapply at 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 Residential Unit would result in undue hardship and who have obtained

the requisite written approval from the Board, may lease their Unit 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) calendar 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 of 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.

(3) Lease Requirements

Such 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:

- (a) 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.
- (b) Lease terms shall be for no less than one (1) year.
- (c) There shall be no subleasing or assignment of leases except with the prior written approval of the Owner.
- (d) No transient tenants shall be accommodated in any Residential Unit.
- (e) No Residential 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.
- (f) No Residential Unit shall be leased except in its entirety.
- (g) Tenants and occupants named in all leases shall be subject to the Declaration of Covenants, Conditions and Restrictions, By-Laws and Rules and Regulations for Barclay Place Homeowners Association, Inc., as the same may be amended from time to time.
- (h) A reasonable leasing fee, to be determined by the Board in its discretion, shall be paid by the owner on or before the date of occupancy of all tenants and occupants if the Board elects to implement such leasing fee. If the Board elects to adopt a leasing fee, such fee shall be reasonable and shall apply equally to all Owners who lease their Unit.

(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 Residential Unit who becomes the Owner of the Residential 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 Leased Units:** Subject to Paragraph (3) Lease Requirements above, and Paragraphs (5), (6) and (7) below, only those existing Owners who, as of the date of this Amendment, currently lease their Residential Unit, are effectively "grandfathered". The exclusion herein shall only be applicable to Owners, tenants and occupants who, as of the date of this Amendment, currently are in compliance with the existing Declaration of Covenants, Conditions and Restrictions, By-Laws, amendments thereto and Association Rules and Regulations for Barclay Place Homeowners Association, Inc.

At such time that the nature term of any lease (written or oral) which exists as of the date of this Amendment expires or is otherwise terminated, the Owner who has enjoyed this grandfathered status shall then be subject to all provisions recited within this Amendment.

- (c) **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 Barclay Place Homeowners Association who becomes the Owner of a Residential Unit 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.

(5) **Tenants and Occupants Liable**

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

(6) **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 \$200.00 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, Barclay Place, 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

Residential Unit 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 Residential Unit at the time the fine(s) were levied.

(7) 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, 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 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, by and through the Board of Directors, 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 Unit, 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 Unit, and be the personal obligation of such Owner.

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.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of this the 2nd of October, 2018.

BARCLAY PLACE
HOMEOWNERS ASSOCIATION, INC.

Kini Busborn
By:
Its: President

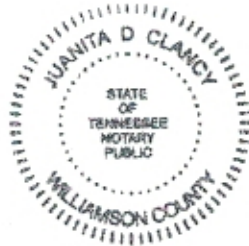
STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Kim Busberr 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 President of Barclay Place Homeowners Association, Inc., and that she/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 herself/himself as such President.

Witness my hand and official seal at Franklin, Williamson County, Tennessee, this 2nd day of October, 2018.

Juanita D. Clancy
Notary Public

My Commission Expires: 10-26-22



[This part intentionally left blank]

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

The undersigned, Pinie Moore, 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, a special meeting of the Members was held on Oct. 2, 2018 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 special 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.



BARCLAY PLACE
HOMEOWNERS ASSOCIATION, INC.

Pinie Moore
By:
Its: Secretary

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Pinie Moore 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 Barclay Place Homeowners Association, 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 Franklin, Williamson County, Tennessee, this 2nd day of December, 2018.

Juanita D. Clancy
Notary Public

My Commission Expires: 4.26.2022

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