

THIS INSTRUMENT PREPARED BY:
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(Prepared from information provided
by and at the direction of the Carrington
Place Homeowner's Association, Inc.)

Karen Johnson Davidson County
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**AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CARRINGTON PLACE HOMEOWNERS ASSOCIATION, INC.**

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for Carrington Place Homeowners Association, Inc. ("Amendment") is made and entered into by the Declarant as defined in the Declaration of Covenants, Conditions and Restrictions for Carrington Place Homeowners Association, Inc. ("Declaration"), of record in Instrument No. 20080215-0015254, Register's Office for Davidson County, Tennessee, in accordance with Article XIII, Section 2 of such Declaration.

WITNESSETH:

WHEREAS, pursuant to Article XIII, Section 2 of the Declaration, the same may be amended unilaterally by the Declarant prior to the conveyance of the first Unit, and thereafter Declarant may amend the Declaration so long as it has the unilateral right to annex property described in Exhibits "A" and "B" attached to such Declaration and so long as the amendment has no material adverse effect upon the right of any Owner; and,

WHEREAS, as evidenced by the signature of the Declarant, all such requirements of the said Article XIII, Section 2 have been satisfied so that this Amendment shall be adopted.

NOW, THEREFORE, by these presents, Article I, Section 11 of the Declaration shall be amended as follows:

Section 11. "Declarant" shall mean and refer to Carrington Place, LLC, a Tennessee Limited Liability Company, or its successors, successors-in-title or assigns who take title to any portion of the property described on Exhibit "A" of this Declaration for the purpose of development and sale and are designated as the Declarant hereunder in a recorded instrument executed by the immediately preceding Declarant.

NOW, THEREFORE, by these presents, Article I of the Declaration shall be amended by adding the new Section 22 after the existing Section 21 as follows:

Section 22. "Home" or "Homes" shall mean an independently owned structure on a separate Lot that has been constructed for use as a single-family residential dwelling.

NOW, THEREFORE, by these presents, Article III, Section 2(b)(i) of the Declaration shall be amended as follows:

When one hundred (100%) percent of the Units planned for the property described on Exhibit "A" of the Declaration have certificates of occupancy issued thereon and have been conveyed to Persons other than the Declarant or builders holding title solely for the purpose of development and sale; or, when, in its discretion, the Class "B" Member so determines.

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Notwithstanding any provisions to the contrary contained in this Declaration or the By-Laws, during the Class "B" Control Period, any action, policy or program of the Association requiring approval by the vote of the Members of the Association requiring approval by the vote of the Members of the Association shall not be taken or adopted until also approved in writing by the Class "B" Members.

NOW, THEREFORE, by these presents, Article VIII, Section 1 of the Declaration shall be amended as follows:

Section 1. Annexation Without Approval of Class "A" Membership. As the Owner thereof, or if not the Owner, with the consent of the Owner thereof, Declarant shall have the unilateral right, privilege, and option, from time to time, to subject additional property, phase/section, to this Declaration up to and until January 1, 2011. Such annexation shall be accomplished by filing in the public records of Davidson County, Tennessee, an amendment to this Declaration annexing such property.

NOW, THEREFORE, by these presents, Article IX, Section 3 of the Declaration shall be amended as follows:

Section 3. Rules and Regulations. The Association, by and through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Properties and the Units, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines, suspension of the right to vote and use the recreational facilities, and other such remedies as may be available both at law and in equity for the enforcement of the provisions of such rules and regulations. The Board shall in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall not be inconsistent with any such powers provided by the By-Laws of the Association.

NOW, THEREFORE, by these presents, Article X, Section 3 of the Declaration shall be deleted in its entirety and replaced with the following:

Section 3. Special Assessments. In addition to the assessments authorized in Section 1 of this Article X, the Association may levy a Special Assessment or Special Assessments from time to time. Special Assessments shall be payable in such a manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determined.

NOW, THEREFORE, by these presents, Article X, Section 4 of the Declaration shall be deleted in its entirety and replaced with the following:

Section 4. Effect of Delinquent and/or Nonpayment of Assessments: Remedies of the Association.

(a) Any assessment paid more than fifteen (15) days after the due date shall be subject to and include a "late charge", as determined by the Board, to cover the extra expense involved in handling delinquent payments. In addition to the late charge hereinabove recited, any assessment not paid within thirty (30) days after the due date shall bear interest at ten (10%) percent per annum until paid in full. Any and all delinquent assessments shall constitute a continuing lien against the Lot and improvements thereon. The Association may bring an action at law or equity against the Owner(s) personally obligated to pay the assessments and/or foreclose the lien against the property. Should enforcement be necessary, the Owner(s) shall be obligated to pay costs and attorney's fees associated therewith. Assessments are independent covenants within this Declaration. No Owner(s) may waive or otherwise escape liability for the assessments, late fees and fines provided for herein or by any duly adopted Rules and

Regulations of the Association provided for herein by non-use of the Common Area, abandonment of the lot or any other reason. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

(b) For and in consideration of the privileges, protections, mutual enjoyment and use of the Common Area and the premises contained herein and the sum of One (\$1.00) Dollar, the receipt and sufficiency of which are hereby acknowledged, and rendering judicial foreclosure unnecessary, the Owners jointly and severally for themselves, their heirs, personal representatives, executor, administrators, successors and assigns (the "Trustors"), shall, by their acceptance of a deed to their Lot, be deemed to have transferred and conveyed unto Scott D. Weiss, Trustee, his successors in trust and assigns, their respective Lots and corresponding interests in the Common Areas together with the appurtenances, estate, title and interest thereto belonging, for the purpose of securing payment of their share of the common expenses and all other assessments thereon, whether common, annual or special, when due. If the Trustors shall pay their share of the common expenses and all other assessments, common, annual or special when due, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any part thereof, is not paid promptly when due, this trust conveyance shall remain in full force and effect, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty (20) days' notice by three (3) publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell the respective Lots and corresponding interests in the Common Areas, at the front door of the Courthouse in Davidson County to the highest bidder for cash at public outcry, free from the statutory or equitable right of redemption, homestead, dower, distributive share and all other rights or exemptions of every kind, which are hereby expressly waived; and the said Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The Association may bid and purchase at any sale under this trust conveyance. The Trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of the respective Lot and shall only account for the net rents actually received by him. It is further agreed that, in the event the Trustee fails, before selling the respective Lot, to enter and take possession thereof, and the purchaser shall be entitled to immediate possession thereof upon the deliver to him by the Trustee of a deed therefore.

In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

First. To the payment of all costs, charges and expenses of executing this trust conveyance and enforcing said lien as herein provided, including reasonable attorney's fees, and for all expenses incurred for instituting or defending any litigation which may arise on account of the execution of this conveyance, including reasonable attorney's fees;

Second. To the payment of all unpaid taxes with respect to such Lot; and

Third. To the full and complete satisfaction of all amounts secured by such lien.

Fourth. Any balance of proceeds remaining after satisfaction of such charges, shall be paid to Trustors or to their order, or to their representatives or assigns.

The Association may, at any time and from time to time, by instrument in writing, substitute and appoint a successor or successors to the Trustee, which instrument executed, acknowledged and recorded in the Register's Office for Davidson County, Tennessee, shall be conclusive proof of the proper substitution and appointment of such Successor Trustee. Said Successor Trustee shall have all the right, title and estate, powers, duties and privileges of the predecessor Trustee, without the necessity of any conveyance from such predecessor Trustee.

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NOW, THEREFORE, by these presents, Article X, Section 7 of the Declaration shall be amended to add a new sub-part (a) thereto as follows:

- (a) Upon the foreclosure of a first mortgage or deed of trust, the foreclosure and the sale shall be subject to the Association's lien created in Article IV, Section 1 herein, and the Association shall be entitled to proceeds from the foreclosure sale to satisfy the lien for common expenses and assessments which would have become due in the absence of acceleration during the six (6) months immediately preceding institution of such foreclosure, but not exceeding one percent (1%) of the maximum principal indebtedness of the lien secured by the first mortgage or deed of trust.

NOW, THEREFORE, by these presents, Article X, Section 8 of the Declaration shall be deleted in its entirety and replaced with the following:

Section 8. Capitalization of Association. Upon acquisition of record title to a Home, a working capital contribution shall be collected and paid by the new Owner to the Association in an amount to be determined in writing by the Board which shall be deposited into the general funds account of the Association for use to cover operating and other expenses incurred by the Association pursuant to the terms of this Declaration and the By-Laws.

NOW, THEREFORE, by these presents, Article XII, Section 2, of the Declaration shall be amended as follows:

Section I. Parking and Garages.

A. Definitions.

- i. Vehicle. Means any motor vehicle including but not limited to any car, truck (including sport utility vehicles [SUV] and pickup trucks), camping vehicle, motorcycle, motorized scooter, boats, lawnmowers and any motorized vehicle which may be used to transport one or more persons or which is used for any other purpose.
- ii. Commercial Vehicle. means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property as further defined in Tenn. Code Ann. §55-50-102.
- iii. Trailer. Means an unpowered vehicle or camper towed by another vehicle which may be used to transport a Vehicle or Commercial Vehicle as defined herein, or which may be used to transport materials used for construction, landscaping or any other materials.

- B. Parking Restrictions. Each Unit must have at least a one car garage attached to thereto or provisions for at least a one or two-car garage in the basement. The entrance may be to the side or rear of the Unit except where restrictive covenants state side or rear entry garage. No spaces built originally as garage space may be converted to living space. Due to the topography and/or size of some lots, front entrance garages will be allowed. Vehicles shall be parked only in the garages or in the driveways serving the Units or in appropriate spaces or designated areas in which parking may or may not be assigned, and then subject to such reasonable rules and regulations as the Board of Directors may adopt. No more than three (3) vehicles may be parked in any driveway. No parking shall be permitted on any street, except temporarily for social gatherings or other functions held in a Unit as may be approved by the Board. Commercial Vehicles, tractors, mobile homes, recreational vehicles, Trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall only be parked for a period of no more than thirty (30) calendar days to accommodate or allow Owners time to find permanent storage or parking, other than the Carrington Place community. Boats and other watercraft may be stored or parked in a Unit's garage only if the entry door can be closed.

NOW, THEREFORE, by these presents, Article XII, Section 8, part (d) of the Declaration shall be deleted in its entirety and replaced with the following:

(d) Portable storage units shall be permitted to be located upon a Lot for no more than four (4) calendar days unless otherwise approved in writing by the Board. Portable storage units present upon any Lot on the date this Amendment is placed of record, shall be granted an express variance from strict compliance with this part in accordance with Article XI, Section 6 of the Declaration but the Owner thereof, shall maintain such portable storage unit in accordance with the maintenance requirements recited within Article IV, Section 2 of the Declaration.

NOW, THEREFORE, by these presents, Article XII, Section 12 of the Declaration shall be amended as follows:

Section 12. Tents, Trailers, Temporary Structures. Except as may be permitted by the Declarant during initial construction within the Properties, and as permitted by amended Article XII, Section 8, part (d) above, no tent, utility shed, shack, trailer or any other detached structure shall be placed upon a Unit or any part of the Properties.

NOW, THEREFORE, by these presents, Article XII, Section 23 of the Declaration shall be amended to add a new sub-parts (e) and (f) respectively after the existing sub-part (d) as follows:

(e) 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) 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 Association's written 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 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.

(f) 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 Carrington Place; or creates a hazardous or unsanitary condition in their Unit or within Carrington Place 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 Carrington Place 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 Unit on behalf of the Owner.

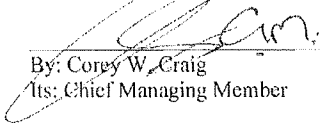
All costs incurred by this part, together with reasonable attorneys' fees for the enforcement thereof, shall be a charge on the land and shall be a continuing lien upon the Unit against which such costs and reasonable attorney's fees were incurred; and such costs, together

with reasonable attorneys' fees, shall be the personal obligation of the person who was the Owner of such Unit at the time the fine(s) were levied.

Only the changes and amendments made by this Amendment to the Declaration of Covenants, Conditions and Restrictions for Carrington Place Homeowners Association, Inc. 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 30 of JANUARY, 2019.

**CARRINGTON PLACE
HOMEOWNER'S ASSOCIATION, INC.,
BY CARRINGTON PLACE, LLC, DECLARANT**


By: Corey W. Craig
Its: Chief Managing Member

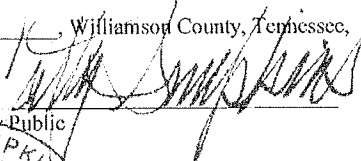
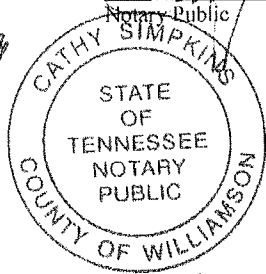
STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Corey W. Craig 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 Chief Managing Member of Carrington Place, LLC, Declarant of Carrington Place Homeowner's Association, Inc., and that he as such Chief Managing Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Association as Declarant by himself as such Chief Managing Member.

Witness my hand and official seal at _____, Williamson County, Tennessee,
this 30 day of January, 2019.

My Commission Expires:

MAY 22, 2019

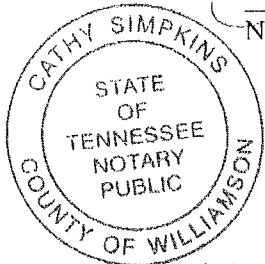

Notary Public

My Comm. Expires
May 22, 2019

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named, **Corey W. Craig**, the bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at WILLIAMSON Tennessee, this 30 day of January, 2019.

My Commission Expires:
MAY 22, 2019

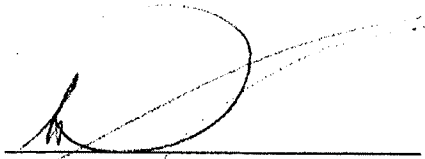


My Comm. Expires
May 22, 2019

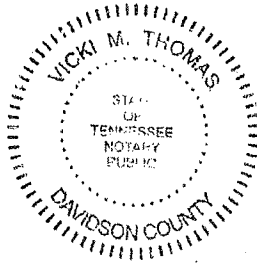
Cathy Simpkins

Notary Public

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