

The instrument prepared by:  
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Candy L. Briley, Register  
Sumner County Tennessee  
Instrument #: 1211589  
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### AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS FOR ISLAND BROOK SUBDIVISION ALL PHASES

This Amendment to Declaration of Restrictive Covenants for Island Brook Subdivision All Phases (the "Amendment") is made by the undersigned Owners of Lots within the Island Brook subdivision located in Sumner County, Tennessee.

### W I T N E S S E T H :

WHEREAS, certain property located in Sumner County, Tennessee was previously submitted to the Declaration of Restrictive Covenants for Island Brook Subdivision All Phases of record in Book 1411, page 217, Register's Office for Sumner County, Tennessee (the "Declaration");

WHEREAS, pursuant to Article Seven Section 3 of the Declaration, the Declaration may be amended by a recorded agreement signed by no less than two-thirds (2/3) of the Lot Owners;

WHEREAS, the undersigned Lot Owners desire to amend the Declaration to restrict leasing in the manner stated herein; and

WHEREAS, as evidenced by the certification of the Secretary of Island Brook Homeowners Association, Inc. (the "Association") below, this Amendment has been signed by the Owners of at least two-thirds (2/3) of the Lots within the Island Brook subdivision.

NOW, THEREFORE, for and in consideration of these premises and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the undersigned Lot Owners, being empowered so to do, hereby amend the Declaration as follows:

1. Amendment. Article Two Section 30 of the Declaration is hereby amended by adding the following provisions to the end of that Section:

Leasing Restricted. Notwithstanding any other provision of the Declaration to the contrary, effective upon recording of this Amendment with the Register's Office for Sumner County, Tennessee, all leases of Lots or the homes thereon shall be in writing and for a minimum term of twelve (12) consecutive months. The term "lease" shall include without limitation a lease for any term, a tenancy at will, a tenancy at sufferance, a holdover tenancy, a lease/purchase contract, a lease with

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an option to purchase and a permanent or temporary agreement under which the Lot Owner permits and person or persons to occupy a Lot and/or the home thereon in exchange for consideration of any nature. Leases are restricted to private, single-family occupancy and must convey a leasehold interest in the entire Lot and home located thereon. Renting rooms or some other fraction of the premises is strictly prohibited.

Owners may not lease their Lots or the home located thereon unless said Owner has had fee simple ownership of the Lot for a period of at least two (2) consecutive years. Lots under lease on the date of recordation of this Amendment shall not be subject to this two-year ownership requirement until the Lot Owner sells or otherwise conveys title to the Lot to some other person or entity.

Notwithstanding this two-year ownership requirement, in order to avoid undue hardships, the Association's Board of Directors shall, upon written application, grant permission to a Lot Owner to lease his Lot on one (1) occasion only, for a period of not less than twelve (12) consecutive months following (a) the death of an Owner (leasing to be allowed during probate period); or (b) Owner's job transfer or relocation due to job circumstances more than fifty (50) miles from the Owner's Lot.

A Lot Owner who leases a Lot is liable to the Association for all violations of any provision of this Declaration, the Association's By-Laws or any duly adopted rule or regulation of the Association (the "Governing Documents") committed by the Owner or any occupant of the leased Lot, or by any guest, pet or invitee of an occupant. A Lot Owner who leases their Lot shall furnish a copy of the Governing Documents to the tenant prior to the commencement of the lease term.

If a Lot Owner or any occupant, visitor, guest, pet or invitee of a leased Lot violates this Article Two Section 30 or any other provision of the Governing Documents, in addition to any other remedy to which the Association is entitled, the Association may declare the lease to be terminated and commence eviction proceedings against the tenant. In any such proceedings, the Association shall be entitled to recover from both the Lot Owner and the tenant all expenses of such proceedings incurred by the Association, including without limitation the Association's reasonable attorney's fees.

2. Ratification. In all other respects, the terms and conditions of the Declaration are ratified and confirmed.

**SECRETARY'S CERTIFICATE**

I, Glenn Cooper, Secretary of Island Brook Homeowners Association, Inc., DO HEREBY CERTIFY, and attest that, this Declaration has been signed by no less than two-thirds (2/3) of the Lot Owners.

*Glenn Cooper*  
Secretary

STATE OF TENNESSEE  
COUNTY OF Sumner

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Glenn Cooper, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he/she executed the foregoing instrument for the purposes therein contained and who further acknowledged that he/she is Secretary of Island Brook Homeowners Association, Inc., a Tennessee nonprofit corporation, and is authorized to execute this instrument on behalf of Island Brook Homeowners Association, Inc.

Sworn to and subscribed before me this 14 of October, 2017.  
*Edward W. Finkle*  
Notary Public  
My commission expires: 8/30/2021

