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## FIRST AMENDMENT TO THE BYLAWS OF BRENTWOOD POINTE, SECTION TWO, A HORIZONTAL PROPERTY REGIME

WHEREAS, this Amendment is made effective upon the recording of this instrument by the Brentwood Pointe Phase Two Homeowners' Association; and

WHEREAS, the unit owners of Brentwood Pointe Phase II, a horizontal property regime (the "Development") wish to amend the Bylaws governing the Association of the Development; and


WHEREAS, the governing Bylaws are of record in Book Number 561, page 413, in the Register's Office for Williamson County, Tennessee; and

WHEREAS, sixty seven percent (67%) of the unit owners, as required by the Bylaws, have approved this Amendment and the terms and contents set forth herein, either by signing said owner's name and corresponding unit number by ballot presented either in person, by fax, by US Mail, or by e-mail to the Property Manager or President of the Board; and

NOW THEREFORE, for and in consideration of these premises and other good and valuable consideration, the undersigned hereby amends Article V, Section 12(e) of the Bylaws as follows:

12(e) If the rental ratio exceeds 40%, no apartment, unit or portion thereof, may be rented, leased or sublet without the majority vote of the Board of Managers. An application for rental must be submitted in writing to the Property Manager. The Board maintains the sole discretion to approve or deny the rental application in accordance with the regulations regarding rental percentage ratios set forth herein. The Board shall not have the authority to deny a rental application based upon any criteria other than the rental percentage ratios herein. The provisions of this Amendment do not apply to Unit owners of record at the time of recordation of this Amendment, their heirs or immediate family.

BK: 6410 PG: 161-164  
15011077



4 PGS:AL-RESTRICTIONS	
376402	
<b>03/30/2015 - 09:54 AM</b>	
BATCH	376402
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	
<b>SADIE WADE</b>	
REGISTER OF DEEDS	

The Unit owners of Brentwood Pointe, Phase II further adopt the following:

WHEREAS, from the date of the recording of this Amendment, no more than forty percent (40%) of the Units may be Rental Units. If 40% of the Units are Rental Units, a request by a Unit Owner in accordance with Section 12(e) as referenced above, will be denied. The Property Manager shall maintain a list (the "List") of Unit Owners whose lease request has been received and denied. Said List shall commence at the filing of this Amendment and continue so long as the Association desires. The name of the Unit Owner, date of request and specific Unit number contained within the lease requests shall be notated in the List. In the event the percentage of leased Units falls below 40%, the Property Manager shall notify the first Unit Owner on the List. Said notification shall be sent via United States Certified Mail Return Receipt Requested to the Unit Owner's address on file with the Association. The notice shall state that the Unit Owner has a period of one (1) week from delivery of the notification to accept and register the property as a Rental Unit. If the Unit Owner does not provide the Association of its acceptance within one (1) week, the Property Manager shall notify the subsequent Unit Owner on the List. The notification procedures set forth herein above shall continue until a Unit Owner has accepted and registered the Unit as a Rental Unit; and

WHEREAS, the Association requests, and in accordance with certain provisions of the Bylaws of the Association, that all owners of Rental Units submit notice of the name of the tenant, and the commencement and termination dates of the Lease to the Property Manager. Said notice shall be signed by the owner and tenant; and

WHEREAS, the Association requests that a copy of the Bylaws and Restrictions be attached as an Exhibit to each proposed lease; and

WHEREAS, any Unit Owner, not exempted under the Amendment, is found to have entered into a lease without adherence to the requirements set forth herein, said Unit Owner shall be subject to action by the Association in accordance with the Bylaws. Failure by a Unit Owner to remedy any action taken by the Association shall result in the Association exercising all remedies available to it under Section 6 and Section 7 of the Bylaws of Brentwood Pointe, Phase Two; and

WHEREAS, all Unit Owners, not exempted under the Amendment, are bound by the terms set forth herein; and

WHEREAS, all Units, not exempted under the Amendment, are to be used only as single family residences; and

WHEREAS, all lease agreements must be for a term of no less than six (6) months; and

WHEREAS, all owners of Rental Units shall provide a phone number and/or email address for all tenants to the Property Manager. Said phone number and/or email address shall be kept on file with the management company and shall only be accessed in the event of an emergency, in the event that a tenant continues to violate covenants set forth in the Restrictions or to inform tenant of Association events and meetings; and

WHEREAS, all Unit Owners with existing leases/tenants are to provide the above referenced tenant information to the management company within 30 days from the date this Amendment is mailed. In the event the Unit Owner is unable or unwilling to provide the documentation as required herein, the Association may exercise its powers in accordance with the provisions of the Bylaws.

WHEREAS, all Unit Owners shall be deemed to have notice of the requirements set forth herein. All Unit Owners are presumed to have presented a copy of the Bylaws, Restrictions, and this Amendment to the tenant.

NOW THEREFORE, any violation by a tenant of the Bylaws, Restrictions, or this Amendment shall be attributed to the Unit Owner. The Unit Owner shall receive notice from the Association of each tenant violation. Each violation must be cured within one (1) week from the date the notice of violation is mailed. Failure to cure the violation within one (1) week may result in the Association taking action against the Unit Owner in accordance with the Bylaws.

This Amendment was adopted by sixty seven percent (67%) of the owners of the Units of Brentwood Pointe Phase II, on 3 24, 2015. Copies of all ballots approving this Amendment shall be on file with the Property Manager.

**Brentwood Pointe Phase II Homeowners'  
Association, Inc., a not for profit corporation**

By: Sandi Duman

Its: Board of Managers, President

State of Tennessee )  
County of Williamson)

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, personally appeared Sandi Inman with whom I am personally acquainted and who upon oath, acknowledged herself to be the President of Brentwood Pointe Phase II Homeowners' Association, Inc, a Tennessee not for profit corporation, and that ~~she~~ as such President, and being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as President.

Witness my hand and seal at Franklin, Tennessee this 24<sup>th</sup> day of March, 2015.

Charli L. Martin  
Notary Public



My Commission Expires 1-29-2017