

The instrument prepared by:
Alvin L. Harris
201 Fourth Avenue, North, Suite 1230
Nashville, Tennessee 37219

**AMENDMENT TO MASTER DECLARATION OF PROTECTIVE
COVENANTS AND MASTER OWNERS ASSOCIATION FOR PROVIDENCE**

This Amendment to Master Declaration of Protective Covenants and Master Owners Association for Providence (the "Amendment") is made this 9TH of DECEMBER, 2019, by Providence Master Owners Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, the Association is the duly formed governing body for that certain residential real estate development located in Wilson County, Tennessee known as Providence;

WHEREAS, under Section 10.4 of the Master Declaration of Protective Covenants and Master Owners Association for Providence of record in Book 1048, page 1347, Register's Office for Wilson County, Tennessee (the "Declaration"), amendments to the Declaration must be approved by at least a majority of the total votes present in person or by proxy at a meeting of the Association's membership where a quorum is present;

WHEREAS, the Association desires to amend the Declaration to restrict leasing to ten percent (10%) of Lots within each Providence Neighborhood; and

WHEREAS, as evidenced by the signatures of the Association's Secretary and Vice President below (the Vice President acting in the President's stead pursuant to Article VIII Section 8(b) of the Association's By-Laws due to a vacancy in the office of President), the Association has approved this Amendment in accordance with Section 10.4 of the Declaration.

NOW, THEREFORE, for and in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Association and the Declarant, being empowered so to do, hereby amend the Declaration as follows:

Amendment. Article IX of the Declaration is hereby amended to add the following new Section 9.44:

9.44 Leasing Restricted. Notwithstanding any other provision of the Declaration to the contrary, effective upon recordation of this Amendment with the Register's Office for Wilson County, Tennessee, no more than ten percent (10%) of the Lots in any single Neighborhood (as that term is defined below) may be rented or leased at any one time. Neighborhoods within Providence which are subject to this Amendment are Arbor Springs, Autumn Ridge, Bradford Park, Bridge Mill at Providence, The Cottages of Providence, Legacy Park, The Reserve, Shadow Creek at Providence, Sterling Woods, and The Villages at Providence. The homes within each Neighborhood are listed by street address on Exhibit A attached to this Amendment.

Any Lot which is subject to a lease which is in effect on the date of recordation of this Amendment shall not be subject to the ten percent (10%) limitation stated above until title to such Lot is conveyed by the current owner thereof to some other person or entity.

For purposes of this Section 9.44 the terms "lease" and "rental" shall include the granting of any leasehold interest in a Lot (or any improvement thereon) by a lease for any term, a tenancy at will, a tenancy at sufferance, a holdover tenancy, a lease/purchase contract, a temporary occupancy agreement, a lease with an option to purchase and any other arrangement under which an Owner grants another person the right to occupy a Lot or home located thereon in exchange for anything of value; provided, however, that an agreement under which the seller of a Lot temporarily (no more than thirty days) occupies the home on the Lot following a bona fide sale of the Lot to an arms-length third-party purchaser shall not be considered a "lease" for purposes of this Section 9.44.

The Board of Directors of the Association is hereby authorized to make reasonable rules and regulations relating to leases and to the implementation of the provisions of this Section 9.44, including without limitation rules creating a waiting list for the right to lease a Lot, the priority given to Lot Owners on the waiting list and additional penalties for violations of this paragraph or the Board's leasing rules.

Any inconsistency between this Amendment, on one hand, and any other provision of the Declaration or the Association's Bylaws on the other hand (including without limitation references to "tenants," "leases," or other lease-related terms), shall be resolved in favor of this Amendment.

To avoid undue hardships, the Association's Board of Directors may, in its sole and absolute discretion, and upon written application by a Lot Owner, grant permission to lease a Lot on terms prescribed by the Board even if more ten percent (10%) of Lots within a Neighborhood are already under lease. By way of example but not limitation, hardship situations the Board may consider include:

- (1) Death of a Lot Owner (rental to be allowed during probate period);*
- (2) Confinement of a Lot Owner to a medical or nursing care facility;*
- (3) Lot Owner's loss of their job;*
- (4) Lot Owner's temporary job transfer or relocation due to job circumstances more than fifty (50) miles from the Lot. Such Lot Owner's hardship leasing application must include written notice from Lot Owner's employer stating reason for transfer or relocation and expected length of relocation; and*
- (5) Lot Owner is a reservist in the United States Armed Forces who is called to temporary active duty, or is active-duty personnel in the United States Armed Forces who is temporarily deployed more than fifty (50) miles from the Lot.*

If a Lot Owner leases a Lot in violation of this Section 9.44, or if the occupant of a leased Lot violates any provision of the Declaration, the Association's Bylaws, Rules or Regulations, 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 such proceedings, the Association shall be entitled to recover from 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.

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

SECRETARY'S CERTIFICATE

I, Lesley Inglima, Secretary of Providence Master Owners Association, Inc., DO HEREBY CERTIFY, and attest that, in accordance with Section 10.4 of the Master Declaration of Protective Covenants and Master Owners Association for Providence, the foregoing amendment was approved by at least a majority of the total votes present in person or by proxy at a meeting of the Association's membership where a quorum is present.

Lesley Inglima
Providence HOA, Secretary

STATE OF TENNESSEE)
COUNTY OF WILSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Lesley Inglima, 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 Providence Master Owners Association, Inc., a Tennessee nonprofit corporation, and is authorized to execute this instrument on behalf of Providence Master Owners Association, Inc.

Sworn to and subscribed before me this 9 of December, 2019.

Veronica Page
Notary Public
My commission expires: 05-06-23



VICE PRESIDENT'S CERTIFICATE

Due to a vacancy in the office of President of the Association, and pursuant to Article VIII Section 8(b) of the Association's By-Laws I, Gerald W. Meador, Vice President of Providence Master Owners Association, Inc., DO HEREBY CERTIFY, and attest that, in accordance with Section 10.4 of the Master Declaration of Protective Covenants and Master Owners Association for Providence, the foregoing amendment was approved by at least a majority of the total votes present in person or by proxy at a meeting of the Association's membership where a quorum is present.

Gerald W. Meador
PROVIDENCE HOA, Vice President

STATE OF TENNESSEE)
COUNTY OF WILSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Gerald W. Meador, 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 Vice President of Providence Master Owners Association, Inc., a Tennessee nonprofit corporation, and is authorized to execute this instrument on behalf of Providence Master Owners Association, Inc.

Sworn to and subscribed before me this 9 of December, 2019.

Veronica Page
Notary Public

My commission expires: 05-06-23



BK/PG: 1926/306-310
19691328

5 PGS:AL-AMENDMENT	
JILL BATCH: 437705	
12/09/2019 - 12:02 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	25.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	27.00

STATE OF TENNESSEE, WILSON COUNTY
JACKIE MURPHY
REGISTER OF DEEDS

Exhibit "A"

NEIGHBORHOOD	STREET	ADDRESS
ARBOR SPRINGS		
ARBOR SPRINGS	ARBOR SPRINGS DR	702-765 (EXCLUDING 758,760)
ARBOR SPRINGS	AVERY PARK LN	1301-1325
ARBOR SPRINGS	REED CT	201-211
ARBOR SPRINGS	RIVER HEIGHTS DR	801-831
ARBOR SPRINGS	SYLVAN PARK CT	1501-1506
ARBOR SPRINGS	WAYFIELD LN	1400-1420
AUTUMN RIDGE		
AUTUMN RIDGE	AUTUMN RIDGE DR	103-105
AUTUMN RIDGE	CORNERSTONE CT	802-805
AUTUMN RIDGE	CRESTMARK DR	700-729
AUTUMN RIDGE	FOREST BEND CT	200-207
AUTUMN RIDGE	FOREST BEND DR	201-334
AUTUMN RIDGE	GARDEN DR	500-508
AUTUMN RIDGE	HERITAGE DR	600-621
AUTUMN RIDGE	LAUREL HILLS DR	400-448
BRADFORD PARK		
BRADFORD PARK	AIDAN LN	3101-3173
BRADFORD PARK	ARBOR SPRINGS DR	758,760,903-905
BRADFORD PARK	BLOSSOM VALLEY CT	2000-2020
BRADFORD PARK	BRADFORD PARK RD	1001-1069
BRADFORD PARK	ERIN LANE	2101-2207
BRADFORD PARK	ESCALADE DR	5487-5525
BRIDGE MILL		
BRIDGE MILL	BRIDGE MILL DR	204-208
BRIDGE MILL	MILLWOOD LN	501-553
BRIDGE MILL	WATERBROOK DR	401-435
BRIDGE MILL	WINDGROVE TERRACE	301-336
COTTAGES		
COTTAGES	BOXCROFT CIR	4503-4645
COTTAGES	BOXCROFT CT	4620-4638
LEGACY PARK		
LEGACY PARK	CAMDEN CT	501-510
LEGACY PARK	HIDDEN COVE RD	2033
LEGACY PARK	LEGACY PARK RD	902-979
LEGACY PARK	PEMBERTON CT	600-607
LEGACY PARK	PUTNAM LN	2114-2120
LEGACY PARK	STAFFORD DR	1000-1128
RESERVE		
RESERVE	REGENT CT	701-705
RESERVE	REGENT PARK DR	600-640
RESERVE	RESERVE PLACE	506-508
SHADOW CREEK		
SHADOW CREEK	KILLIAN WAY	201-316
SHADOW CREEK	SHADOW CREEK COVE	101-128
STERLING WOODS		
STERLING WOODS	STERLING CT	301-306
STERLING WOODS	STERLING WOODS DR	203-243
STERLING WOODS	VALLEY SPRING DR	401-449
STERLING WOODS	WYNDHAM HILL CT	501-514
VILLAGES		
VILLAGES	ACADIA LN	3400-3410
VILLAGES	CHARLESTON WAY	3200-3241
VILLAGES	GLOUCESTER LN	3301-3311
VILLAGES	KINGSTON CIR N	3000-3025
VILLAGES	KINGSTON CIR S	2976-2998
VILLAGES	KINGSTON CT	3102-3106
VILLAGES	KIRKLAND CIR	3029-3077
VILLAGES	VILLAGE DR	3102-3115