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01/31/2020 - 01:36 PM	
BATCH	644431
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	40.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	42.00

This Instrument Prepared By:
 Jon D. Curtis,
 Attorney at Law
 2020 Fieldstone Parkway,
 Suite 900-92
 Franklin, TN 37069

STATE OF TENNESSEE, WILLIAMSON COUNTY
SHERRY ANDERSON
 REGISTER OF DEEDS

RESCISSION, REVISION, AND REPLACEMENT

OF

Pick Up

THIRD AMENDMENT

TO THE

DECLARATION OF PROTECTIVE COVENANTS AND OWNERS' ASSOCIATION

FOR

McKAY'S MILL (ORIGINALLY IDENTIFIED AS "REUNION")

WHEREAS the original Declaration of Protective Covenants and Owners' Association for Reunion is of record in Book 1649, Page 349, Registers Office for Williamson County, Tennessee, and **WHEREAS** the change of name from Reunion to McKay's Mill is reflected in the First Supplementary Declaration of Protective Covenants and Owners' Association for McKay's Mill (formerly "Reunion") of record in Book 1833, Page 395, said Registers Office (said original Declaration and Supplemental Declaration being herein collectively referred to as "the Declaration", and

WHEREAS, Article XI, Section 11.4 of the Declaration sets forth the requirements and procedures by which the Declaration may be amended, and

WHEREAS the Declaration has heretofore been amended by a "First Amendment" of record in Book 5517, Page 729, said Registers Office, and by a "Second Amendment" of record in Book 6137, Page 297, said Registers Office, and by a "Third Amendment" of record in Book 7047, Page 362, said Registers Office, and

WHEREAS, in accordance with the provisions and procedures set forth in Article XI, Section 11.4 of the Declaration, the Delegates of the Subassociations which comprise McKay's Mill Master Association (hereinafter, the Master Association), at a duly-called meeting of the Master Association conducted on the 14th day of January, 2020, with the approval of at least sixty percent of the total votes entitled to be cast on behalf of the Owners, have voted to rescind all of the provisions set forth in the Third Amendment to the Declaration, and further to revise and replace the same as set forth hereinbelow.

NOW, THEREFORE, the Third Amendment to the Declaration of Protective Covenants and Owners Association for McKay's Mill is hereby rescinded, and is revised and replaced as follows:

Article IX, Section 9.23 of the Declaration is hereby enacted and incorporated within the Declaration as follows:

9.23 Leasing.

9.23 (1) Definition. Leasing, for the purpose of this Declaration, is defined as a regular, exclusive occupancy of a Site by any person(s) other than the Owner, in the absence of the Owner, and for which the Owner receives any consideration or benefit (including, but not necessarily limited to, a fee, service, gratuity or emolument). However:

a. Lease Purchase Agreements. A Lease-purchase agreement, lease with option to purchase, or "land contract," will not be construed as a "lease," provided that the dollar amount of the specified purchase provision is reasonably reflective of its value, and not a "sham" amount utilized primarily to avoid the leasing restrictions set forth herein.

b. Family Member Occupancy. Occupancy of a Site by an immediate lineal family member (parent, grandparent, adult child or adult grandchild) of the (non-occupant) Owner will not be construed as a "lease," even if the Owner receives rental payments or any other consideration or benefit.

9.23 (2) Initial Residency Requirement. Unless "grandfathered" or "exempt," as set forth hereinbelow, no Site may be leased until two (2) years following the date its Owner has received record title to the Site and taken occupancy as a resident thereof. Any and every current and future Site Owner (unless grandfathered or exempt as set forth below) is, or becomes, subject to this Initial Residency Requirement, which must be satisfied before his/her Site may be leased. In the event a Site is owned by a Trust, Corporation, Limited Liability Company, or other business entity, the Trust or business entity shall designate the resident who shall represent the Trust or business entity for the purposes of this sub-section.

9.23 (3) Effective Date/"Grandfathering" Exceptions.

a. Except for "grandfathered" Sites as noted below, each and every Site shall become subject to all of the Leasing restrictions in Section 9.23 when its Owner of record, as of April 11, 2017 (the effective date of the first implementation of leasing restrictions within McKay's Mill by amendment of the Declaration), but prior to the date of recording of this (revised) Amendment, ceases to be the owner of record of such Site.

b. For the purpose of clarity, Owners with record title on April 11, 2017, are "grandfathered" as to the Site owned on that date; Owners taking title after April 11, 2017, are not "grandfathered" and are immediately subject to all of the leasing restrictions.

c. "Grandfathered" Sites will immediately become subject to all of the provisions of this Section 9.23 except the "Cap" on rentals as set forth in subsection 9.23(4)(k).

9.23 (4) Conditions on Approved Leasing. The leasing of each and every Site shall be subject to reasonable Rules and Regulations as promulgated by the Board of Directors of the Master Association and/or the applicable sub-Association, and such leasing shall also be subject to the following additional requirements:

a. Prior to the leasing of any Site, written notice and application for permission to lease must be provided to the Secretary of the Master Association, or its designated agent, or the managing agent. Notice and Application must be in or on a form specified by the Master Association. The primary purpose(s) of this requirement is to enable proper functioning of a lease administration program (as described below) and proper monitoring and enforcement of “the Cap” as described below.

b. All lease/occupancy agreements shall be in writing. A copy of the fully executed agreement shall be delivered to the Secretary or designated agent or managing agent of the Master Association.

c. The designated initial term of any lease may not be less than one (1) year. (Exceptions: Leases allowed under “Hardship” provisions, as set forth below, and may be for a term shorter than one year if and as approved by the Board of Directors in its reasonable discretion.)

d. There shall be no sub-leasing or assignment of leases except upon notification to the Secretary or managing agent of the Master Association. Application for sub-leasing or assignment must include a copy of the proposed sublease or assignment agreement. Approval by the Master Association shall not be unreasonably withheld and shall be deemed granted if not expressly disapproved in writing within ten (10) days of delivery of the required notice.

e. No transient tenants shall be accommodated on any Site.

f. No Site shall be advertised and/or utilized as a vacation or seasonal or short-term rental, whether by direct solicitation or through any rental service or any internet agency such as Vacation Rental by Owner (“VRBO”), Airbnb, or similar.

g. No Site shall be leased except in its entirety.

h. Simultaneous but separate/distinct leases or rental agreements with two or more parties, so as to create a “boarding house” or similar arrangement are not permitted.

i. At the conclusion of the initial, or any authorized renewal or extension term of a permitted lease, the Owner may freely renew or extend such lease, with notice to the Secretary, authorized agent, or managing agent of the Master Association. If, however, a tenant vacates the Site, and if the Owner wishes to seek a new tenant, the contemplated re-letting shall be subject to, and may be precluded by, the Cap on rentals (see below) unless:

(1) Written notice of the intent to re-let has been provided to the Secretary, authorized agent, or managing agent of the Master Association, and

(2) The re-letting has occurred, and a copy of the new lease agreement furnished to the Secretary, authorized agent, or managing agent of the Master Association, within ninety (90) days following the termination of occupancy by the previous tenant.

j. Tenants and occupants under all leases and rental agreements shall be subject to the Declaration, the By-laws of the Master Association, and all applicable Rules and Regulations of the Master Association, as well as the applicable restrictive covenants, By-laws and Rules and Regulations of the respective Subassociation, all as may be amended from time to time.

k. Not more than twenty-five (25%) percent of the Sites within any Subassociation may be leased at any time. This limitation is hereinafter referred to as "the Cap". The following exceptions apply:

1. Grandfathered Sites. Grandfathered Site owners will count towards the Cap calculation, but grandfathered Site owners will not be subject to the Cap. Specifically, the Cap could be exceeded by a grandfathered Site owner.

2. Sites leased under hardship provisions. Sites leased under hardship provisions (as set forth below) are not subject to the Cap, and these Sites are not included in any calculation of the Cap.

9.23 (5) Other Excluded Parties / Exempt Sites.

a. Following foreclosure of a mortgage or other encumbrance, and the taking of title by the foreclosing lienholder, a Site may be freely leased for a period not to extend beyond six (6) months following the date of foreclosure. Sites leased in such instances are not subject to the Cap and do not "count against" the Cap so as to further limit the number of other Sites which may be leased at any given time. The proposed leasing by a foreclosing party, for a term which would extend longer than six (6) months following the date of foreclosure, shall be fully subject to the leasing restrictions otherwise applicable.

b. The Master Association, or any Subassociation, having obtained title to a Site as a result of the foreclosure of an Association lien, tax lien, or otherwise, shall be fully exempt from the leasing restrictions set forth herein. Leases of such Sites, by the Master Association or Subassociation, do not "count against" the Cap so as to further limit the number of other Sites which may be leased at any given time.

9.23 (6) Hardship Exemptions. Leasing which would otherwise be precluded by the Initial Residency Requirement Period [See Article IX, Section 9.23 (2), above] shall nevertheless be permitted under certain conditions of "hardship," which are limited to the following:

a. Death of a Site Owner – Rental to be allowed during, and for a reasonable time following, the duration of the probate/administrative period.

b. Loss of job or temporary job transfer – Rental to be allowed while owner is seeking to re-locate or is on temporary job assignment more than fifty (50) miles from the Site.

c. Site Owner becomes ill or disabled and, as a result, is confined to a hospital or rehabilitation or nursing facility – rental is allowed for the duration of the confinement and for a reasonable period of time thereafter.

d. Site Owner who is a reservist in the United States armed forces is called to temporary active duty, or Site Owner who is active-duty personnel in the United States armed forces is temporarily deployed to a post more than fifty (50) miles from the Site – rental is allowed for the duration of the assignment/deployment, and for a reasonable period of time thereafter.

e. Other circumstances of significant, demonstrable hardship which would occur if a Site Owner were not permitted to lease his/her Site and which, in the reasonable discretion of the Board of Directors, justify the grant of a hardship exception.

Site owners seeking approval to lease under hardship conditions must demonstrate, to the satisfaction of the Board of Directors, that an ineligibility to lease would result in undue hardship. Upon approval by the Board of Directors, such Site may be leased for such duration as the Board reasonably concludes is necessary to avoid the hardship. No hardship exemption shall be granted for an initial term exceeding one (1) year, and the Site Owner, if seeking to renew or extend such lease, or enter into a new leasing arrangement with another tenant, must give notice and make application, to the Board of Directors, at least thirty (30) days prior to the specified termination date of the “hardship” lease.

f. Applications for approval, renewal or extension of a lease as a hardship exemption shall be submitted to the Secretary or other designee of the Master Association, or to the managing agent, and shall be accompanied by such documentation as may be reasonably required by the Master Association. Approval shall not be unreasonably withheld, and will be deemed granted unless explicitly denied, in writing, within thirty (30) days after submission of the proper application and supporting documentation.

9.23 (7) Enforcement. A Site Owner in violation of any provision of these leasing restrictions shall be entitled to written notice of such violation. Thereupon, the Owner shall be afforded ten (10) business days within which to abate the violation. Thereafter, in failure of abatement, the Association may levy a reasonable fine and, if necessary, successive reasonable fines, until the violation has been cured. In lieu of, or in addition to such fine(s), the Master Association may avail itself of any and all remedies set forth in the Declaration with respect to enforcement of the Declaration. In the event of any reasonable need for enforcement by the Master Association, any fines levied, any relevant expenses, and any legal costs and reasonable attorney fees sustained by the Master Association shall become a charge and continuing lien upon the Site, and a personal obligation of the Site Owner, until fully paid.

9.23 (8). Administration of Leases by the Master Association.

a. In order to insure that the Master Association is, at all times, in possession of all appropriate documentation of leases and Owner and Tenant information, and in order to maintain appropriate records related thereto, and in order to insure that restrictions, rules and regulations as to leasing are observed and enforced, and that violations are remedied, and in order to monitor and enforce the Cap on allowable rentals, and in order to monitor and administer the access by tenants to community

facilities and amenities, the Master Association may implement or, at any time, re-implement a lease administration program, conducted by the Board of Directors or by any qualified employee(s) or agent(s).

b. The reasonable cost of any such lease administration program may be assessed on a monthly, quarterly, semi-annual or annual basis, to all of the Sites which are leased at any given time, for the period of time when they are leased. Assessment rates and formulae are to be established by the Board within its reasonable discretion.

This instrument rescinds, revises, and replaces the earlier recorded Third Amendment to the Declaration. In all other respects, the Declaration, as amended by First and Second Amendments (both as noted above) remain in full force and effect.

IN WITNESS WHEREOF, this Rescission, Revision and Replacement of the Third Amendment to the Declaration of Protective Covenants and Owners' Association for McKay's Mill (originally identified as "Reunion") has been executed by the Delegates as of the day and year first above written.

For the McKay's Mill Single Family Association, Inc.

Total Votes: 1,111 Votes Yes: 1102 Votes No: 9

Harold A. Smith
McKay's Mill Single Family Association, Inc.
Delegate

Printed Name: Harold A. Smith

STATE OF TENNESSEE

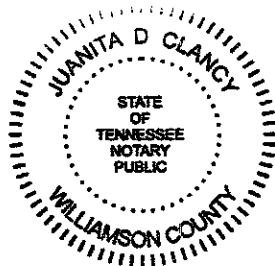
COUNTY OF WILLIAMSON

Before me, Juanita D. Clancy, Notary Public, of the state and county mentioned, personally appeared Harold A. Smith, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be Delegate of the McKay's Mill Single Family Association, Inc., the within named bargainer, a corporation, and that such Delegate as such, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as Delegate.

Witness my hand and seal, at office in Franklin, Tennessee, this the 14th day of January, 2020.

Juanita D. Clancy
Notary Public

My commission expires: 6.26.2022



For the Villas of Montgomery Place HOA, Inc.

Total Votes: 132

Votes Yes: 131

Votes No: 1

Jeff Goad

Villas of Montgomery Place HOA, Inc.
Delegate

Printed Name: JEFF GOAD

STATE OF TENNESSEE

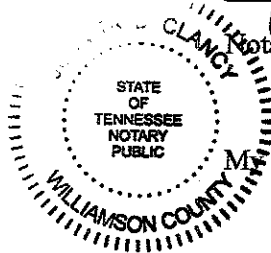
COUNTY OF WILLIAMSON

Before me, Juanita D Clancy, Notary Public, of the state and county mentioned, personally appeared Jeff Goad, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be Delegate of the Villas of Montgomery Place HOA, Inc., the within named bargainer, a corporation, and that such Delegate as such, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as Delegate.

Witness my hand and seal, at office in Franklin, Tennessee, this the 14th day of January 2020.

Juanita D Clancy

Notary Public



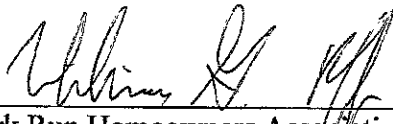
My commission expires: 6.26.2022

For Park Run Homeowners Association, Inc.

Total Votes: 92

Votes Yes: 92

Votes No: 0



Park Run Homeowners Association, Inc.
Delegate

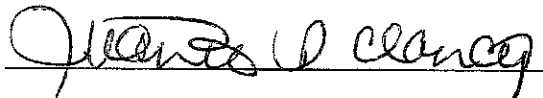
Printed Name: William G. Poff

STATE OF TENNESSEE

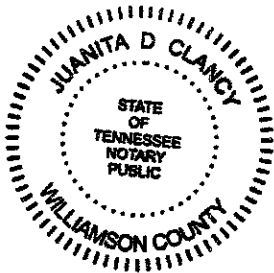
COUNTY OF WILLIAMSON

Before me, Juanita D Clancy, Notary Public, of the state and county mentioned, personally appeared William G Poff, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be Delegate of Park Run Homeowners Association, Inc., the within named bargainer, a corporation, and that such Delegate as such, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as Delegate.

Witness my hand and seal, at office in Franklin, Tennessee, this the 14th day of January, 2020.



Notary Public



My commission expires: 6.26.2022