

THIS INSTRUMENT PREPARED BY:
SCOTT D. WEISS, ESQ., CCAL
Ortale Kelley Law Firm
CMT Building
330 Commerce Street, Suite 110
Nashville, Tennessee 37201

Heather Danbarn, Register
Rutherford County Tennessee
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**AMENDMENT TO THE
MASTER DEED AND BY-LAWS
FOR
VILLAS AT REGAL SQUARE HOMEOWNERS ASSOCIATION, INC.**

THIS AMENDMENT to the Master Deed and By-Laws for Villas at Regal Square Homeowners Association, Inc. ("Amendment") is made and entered into by the Developer of the Villas at Regal Square Homeowners Association, Inc. ("Regal Square" or "Association") in accordance with Article XIII, Section 4 of the Master Deed and By-Laws for Villas at Regal Square Homeowners Association, Inc. ("Master Deed") of record in Record Book 2151, Pages 2284-2347, Register's Office for Rutherford County, Tennessee.

WITNESSETH:

WHEREAS, all capitalized terms not otherwise defined herein shall have the meanings set forth in the Master Deed; and,

WHEREAS, to the extent that any change or new Article, Section, Paragraph and/or Sub-part created by this Amendment, conflicts with any existing Article, Section, Paragraph and/or Sub-part of the Master Deed, the Article, Section, Paragraph and/or Sub-part created by this Amendment shall control; and,

WHEREAS, pursuant to Article XIII, Section 4 of the Master Deed, the Master Deed may be amended by the Developer without a vote from the Owners at any time while Class "B" voting membership exists as a part of the Special Declarant Rights defined Article I, Section 22 of the said Master Deed; and,

WHEREAS, as of the date of this Amendment, Class "B" voting membership still exists, so as evidenced by the signature of Larry Gilliland, President of LandQuestor, LLC, the Developer named within the Master Deed, this Amendment shall be adopted.

NOW, THEREFORE, by these presents, Article I, Section 7, paragraph 9 of the Master Deed is hereby deleted in its entirety and replaced with the following:

9. All landscape located in the Common Areas.

NOW, THEREFORE, by these presents, Article I, Section 7 of the Master Deed is hereby amended by adding the following new paragraph number 11 after the existing paragraph 10 thereto as follows:

11. Also expressly included within this definition of Common Elements is the following: stormwater management ponds, the playground area, and the subdivision entrance sign.

NOW, THEREFORE, by these presents, Article IV, Section 2 of the Master Deed is hereby deleted in its entirety and replaced with the following:

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the properties, for the improvements, insurance and maintenance of amenities of the Common Elements, to maintain an adequate reserve fund to provide for necessary repair and/or replacement of improvements to such Common Elements, and to pay for the perpetual maintenance, repairs and replacement of all Common Areas and Common Elements.

NOW, THEREFORE, by these presents, Article VIII, Section 1 of the Master Deed is hereby amended by adding the following **new paragraph (p)** after the existing paragraph (o) thereto as follows:

(p) Garages. Garages shall be used only for the parking of automobiles and other vehicles. Garages shall not be used for any of the following purposes if such use would prevent the parking of two (2) automobiles inside the garage with the garage doors closed: parking or storage of boats, recreational vehicles, trailers, equipment, tools, household items, or any other items of personal property or improvements to the interior of the garage which would prevent the parking of two (2) automobiles inside the garage with the garage doors closed.

NOW, THEREFORE, by these presents, Article VIII, Section 1 (n)(i.) of the Master Deed is hereby deleted in its entirety and replaced with the following:

(n) Leases.

i. Occupancy Requirement. With the exception of the Developer or Declarant, and its successors and assigns, all Unit Owners shall own and occupy such Unit as the Owner's primary place of residence for the immediate twenty-four (24) consecutive months after the date of closing or other acquisition of title, as a prerequisite to being eligible to lease such Unit. The occupancy requirement herein may be satisfied only by the Owner whose name appears on the deed or other instrument which vests fee simple title in such Owner's name. No agent, assignee or other person or entity affiliated with the Owner may occupy the Unit as a means of satisfying the twenty-four (24) month occupancy requirement herein.

Only the changes and amendments made by this Amendment to the Master Deed and By-Laws for Villas at Regal Square Homeowners Association, Inc. shall be changed. All other terms, conditions, restrictions and provisions of the Master Deed 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
23 of February, ~~2022~~ ^{BNA} 2023

"DECLARANT"

LANDQUESTOR, LLC

By: Larry Gilliland
Its: President

STATE OF TENNESSEE)
COUNTY OF RUTHERFORD)

Personally appeared before me, the undersigned, a Notary Public in and for said County and state, the within named **Larry Gilliland**, 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 President of Landquestor, LLC, the within named bargainor, and that he as such President of Landquestor, LLC executed the within instrument for the purposes therein contained by signing the name of the company by himself as such President of Landquestor, LLC.

Witness my hand and official seal at office, this 23 day of February, ~~2022~~ ^{BNA} 2023

My Commission Expires 3/15/2025

Bridgette N. Anderson
Notary Public

