

Heather Dawbarn, Register  
 Rutherford County Tennessee  
 Rec #: 1241918      Instrument #: 2532713  
 Rec'd:      30.00      Recorded  
 State:      0.00      2/16/2024 at 3:31 PM  
 Clerk:      0.00      in Record Book  
 Other:      2.00  
 Total:      32.00      **2413**  
 Pages 1976-1981

This Instrument was prepared by &  
 after recording return to:  
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 (615) 794-8780

**SECOND AMENDMENT TO THE  
 MASTER DEED AND BY-LAWS  
 FOR  
 VILLAS AT REGAL SQUARE HOMEOWNERS ASSOCIATION, INC.**

**THIS SECOND AMENDMENT** to the Master Deed and By-Laws for Villas at Regal Square Homeowners Association, Inc. ("Second Amendment") is made and entered into by Cypress Homes, LLC, a Tennessee limited liability company (the "Developer"), as successor in interest by Assignment of Developer Rights and Interest Agreement, of record in Record Book 2321, pages 1023-1025, Register's Office of Rutherford County, Tennessee, from LandQuestor, LLC, a Tennessee limited liability company, and in accordance with Article XIII, Section 4 of the Master Deed and By-Laws for Villas at Regal Square Homeowners Association, Inc., of record in Record Book Record Book 2151, pages 2284-2347, as amended in Record Book 2321, pages 1020-1022 and as supplemented in Record Book 2151, pages 1016-1019, Register's Office for Rutherford County, Tennessee (collectively the "Master Deed").

**WITNESSETH:**

**WHEREAS**, all capitalized terms not otherwise defined herein shall have the meaning 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 Second Amendment, conflicts with any existing Article, Section, Paragraph, and/or Sub-part of the Master Deed, the Article, Sections, Paragraph, and/or Sub-part created by this Second 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 part of the Special Declarant Rights defined in Article 1, Section 22 of said Master Deed; and,

**WHEREAS**, as of the date of this Amendment, Class "B" voting membership still exists as evidenced by the signature of Benjamin Beasley, in his capacity as Member of the Developer.

**NOW THEREFORE**, by these presents, Exhibit A to the Supplemental Declaration Annexing and Providing Restrictive Covenants for the Villas at Regal Square Subdivision, Phase 3, of record in Record Book 2321, page 1016, Register's Office of Rutherford County, Tennessee, currently depicts and contains illegible Unit numbers and shall hereby be deleted in its entirety and replaced with Exhibit A-1, attached hereto and incorporated herein by reference.

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

(n) Leases.

i. Occupancy Requirements.

a. Phase 1 and 2. With the exception of the Developer or Declarant, and its successors and assigns, all Phase 1 and Phase 2 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.

b. Phase 3. All Phase 3 Unit Owners shall be eligible to lease such Unit as early as the date of the recording of the vesting deed or other vesting instrument which vests fee simple title in such Owner's name. Any lease agreement between a Unit Owner and tenant must be for a minimum term of no less than thirty (30) consecutive days.

Excepting the modifications and amendments made by this Second Amendment, all other terms, conditions, restrictions, and provisions and previous amendments to the Master Deed, shall survive and continue to remain in full force and effect.

*[Remainder of page intentionally left blank; signature pages to follow]*

**SIGNATURE PAGE TO THE SECOND AMENDMENT TO THE MASTER DEED AND BY-LAWS FOR VILLAS AT REGAL SQUARE HOMEOWNERS ASSOCIATION, INC.**

IN WITNESS WHEREOF, the undersigned has executed this instrument as of this the 16 day of February, 2024.

**DECLARANT:**

Cypress Homes, LLC,  
a Tennessee limited liability company

By: Benjamin Beasley  
Name: Benjamin Beasley  
Its: Member

STATE OF TENNESSEE )  
 ) ss:  
COUNTY OF WILLIAMSON )

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Benjamin Beasley with whom I am personally acquainted or proved to me on the basis of satisfactory evidence and upon oath acknowledged himself to be a Member of Cypress Homes, LLC, a Tennessee limited liability company, and that as such Member, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 16 day of February, 2024.

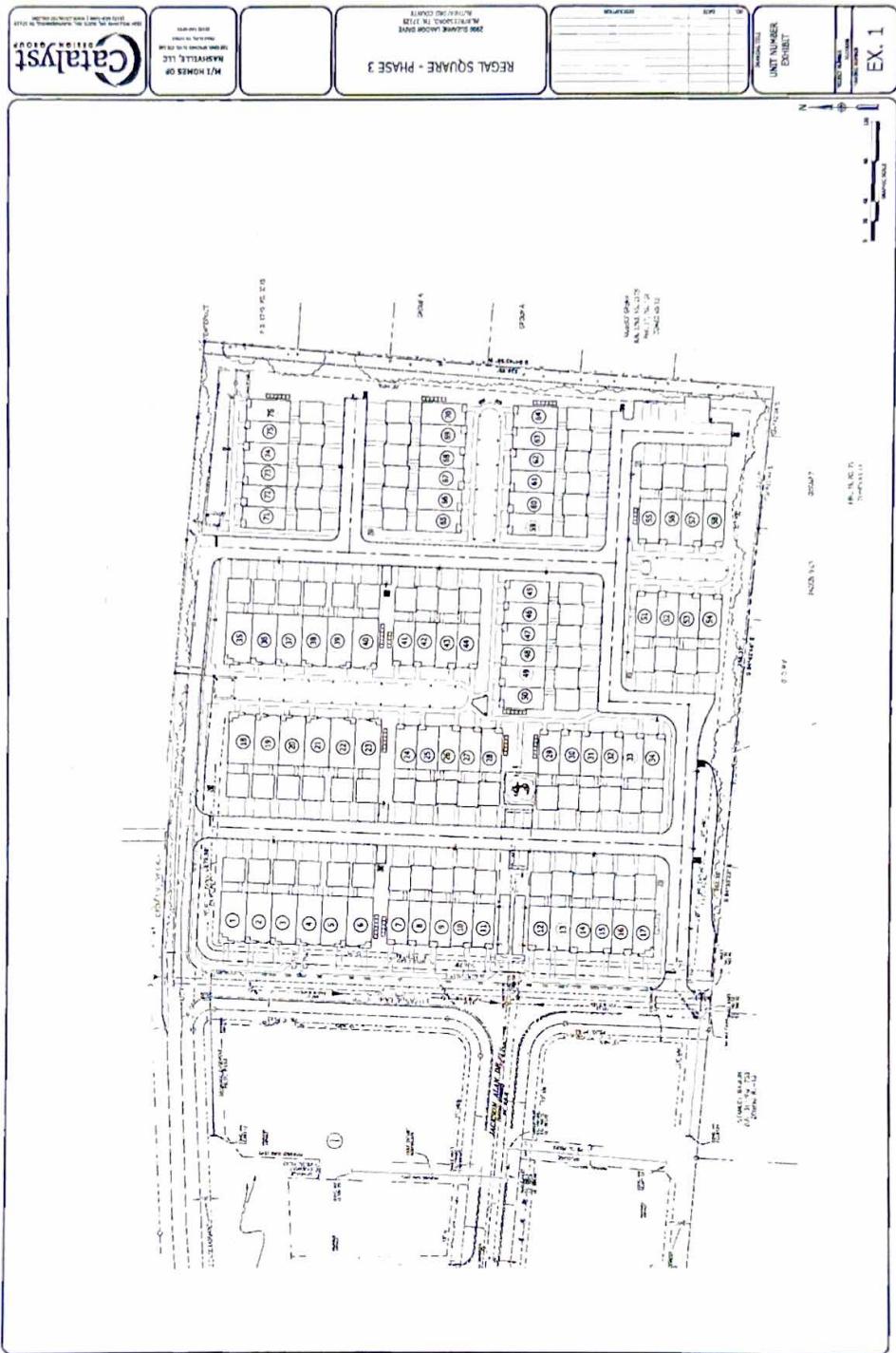
Hillary D. Smith  
Notary Public

My Commission Expires: 1-30-2028



Exhibit A-1

[Attached Hereto]



**Tennessee Certification of Electronic Document**

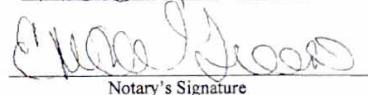
I, Samuel J. Blanton, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on 2/16/24 (date of document).

  
Affiant Signature

2/16/24  
Date

State of Tennessee  
County of Davidson

Sworn to and subscribed before me this 11th day of February, 2024.

  
Notary's Signature

MY COMMISSION EXPIRES: 3-16-24

NOTARY'S SEAL

