

**AMENDMENT TO BY-LAWS OF  
BRENTWOOD POINTE SECTION THREE PHASES A & C**

This Amendment to By-laws of Brentwood Pointe Section Three Phases A & C (the "Amendment") is made this 15<sup>th</sup> of June, 2015, by the co-owners of apartments within Brentwood Pointe Section Three Phases A & C.

**WITNESSETH:**

WHEREAS, certain property was previously submitted to the Master Deed Establishing a Horizontal Property Regime of Brentwood Pointe (Section Three Phases A & C) of record in Book 0768, page 612, Register's Office for Williamson County, Tennessee (the "Master Deed") and the By-Laws of Brentwood Pointe Section Three Phases A & C recorded in Book 0768, page 629, Register's Office for Williamson County, Tennessee (as previously amended) (the "By-Laws")

WHEREAS, the co-owners desire to amend the By-Laws to limit the leasing of apartments within Brentwood Pointe Section Three Phases A & C;

WHEREAS, pursuant to Article XII Section 1 of the By-Laws, the By-Laws may be amended by the written consent or vote of sixty-seven percent (67%) of all co-owners of apartments within Brentwood Pointe Section Three Phases A & C; and

WHEREAS, as evidenced by the certification of a member of the Board of Managers of Brentwood Pointe Section Three Phases A & C attached hereto, this Amendment was approved by the written consent or vote of at least sixty-seven percent (67%) of all co-owners owners of apartments within Brentwood Pointe Section Three Phases A & C.

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 co-owners of apartments within Brentwood Pointe Section Three Phases A & C, being empowered so to do, hereby amend the By-Laws as follows:

1. Amendment.

a. Article V Section 12(e) of the By-Laws is deleted in its entirety and replaced with the following:

*(e) Leasing or granting any form of leasehold interest in an apartment is strictly prohibited. Apartments may only be occupied as a residence by co-owners or family members of co-owners; provided however, that each apartment is exempt from the prohibition against leasing contained in this Article V Section 12(e) until*

*the co-owner of the apartment on the date this Amendment is recorded with the Williamson County Register of Deeds transfers or otherwise conveys title to the apartment to some person or entity other than the spouse of the then co-owner.*

*Any inconsistency between this Amendment and any other provisions of the By-Laws not amended hereby, the Master Deed or the rules and regulations (including without limitation references to “tenants,” “leases,” or other terms related to leasing) shall be resolved in favor of this Amendment.*

*The term “leasehold interest” shall include without limitation interests created by a lease for any term, a tenancy at will, a tenancy at sufferance, a holdover tenancy, a lease/purchase contract and a lease with an option to purchase.*

*With respect to apartments not yet subject to the prohibition against leasing, the lease of an apartment shall be in writing, shall be for a term of no less than twelve (12) months, shall lease the entire apartment and shall be subject to the provisions of Article VII Section 2 of the By-Laws.*

b. Article VII Section 2 of the By-Laws is hereby deleted in its entirety and replaced with the following:

*Section 2. Leases. A co-owner who leases an apartment which is not yet subject to the prohibition against leasing stated in Article V Section 12(e) shall furnish the Board of Managers with the names and ages of all persons occupying the apartment under the lease, the makes and models of all vehicles driven by said occupants and a copy of the written lease. Within fifteen (15) days of occupancy under said lease, the co-owner shall furnish the lessee(s) with copies of the Master Deed, By-Laws and rules and regulations for Brentwood Pointe Section Three Phases A & C and, and shall furnish the Board of Managers a written acknowledgment signed by all adult occupants of the apartment that they have received and will abide by said governing documents. All co-owners leasing an apartment shall be responsible for violations of the governing documents committed by their lessees and said lessees’ family members, pets, visitors and invitees. With respect to any such violations, in addition to any other remedy which may apply, the Board of Managers shall be entitled to recover from said leasing co-owner all expenses incurred in connection with the violations including without limitation reasonable attorney’s fees. The requirements of this amended Article VII Section 2 shall apply to all leased apartments immediately upon recordation of this Amendment with the Williamson County Register of Deeds.*

2. Ratification. In all other respects, the terms and conditions of the By-Laws are ratified and confirmed.

SECRETARY'S CERTIFICATION

I, Sandra G Webster, the Secretary of the Board of Managers of Brentwood Pointe Section Three Phases A & C, DO HEREBY CERTIFY, and attest that, in accordance with Article XII Section 1 of the By-Laws of Brentwood Pointe Section Three Phases A & C, the foregoing Amendment was approved by the written consent or vote of at least sixty-seven percent (67%) of all co-owners of the apartments within Brentwood Pointe Section Three Phases A & C.

Sandra G Webster  
Secretary, Board of Managers of Brentwood Pointe Section Three Phases A & C

STATE OF TENNESSEE )  
COUNTY OF WILLIAMSON )

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Sandra Webster, 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 the Secretary of the Board of Managers of Brentwood Pointe Section Three Phases A & C, an unincorporated association, and is authorized to execute this instrument on behalf of Brentwood Pointe Section Three Phases A & C

Sworn to and subscribed before me this 18 day of June, 2015.

Dena K. Williams  
Notary Public  
My commission expires: 11-4-18



BK: 6467 PG: 323-325  
15021429

3 PGS:AL-RESTRICTIONS	
385650	
<b>06/01/2015 - 01:04:00 PM</b>	
BATCH	385650
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	17.00

STATE OF TENNESSEE, WILLIAMSON COUNTY  
**SADIE WADE**  
REGISTER OF DEEDS

WILLIAMSON COUNTY REGISTER

SADIE WADE

Register of Deeds  
Williamson County, TN

Payment Receipt  
Batch# 385650

06/01/2015

RCVD OF: FRANK COMER  
Cash 20.00  
Change -3.00  
Inst # 15021429 01:04 PM  
AMENDMENT  
Book: 6467 Page: 323  
Recording Fee 15.00  
DP Fee 2.00  
Document Total: 17.00