

This Instrument prepared by
and upon recording return to:

Tune, Entrekin & White, P.C. (TCW)
500 11th Ave., N., Suite 1700
Nashville, TN 37203

Connie Stroud, Register
Robertson County Tennessee
Rec #: 326460 Instrument #: 393946
Rec'd: 15.00 Recorded
State: 0.00 12/20/2021 at 8:30 AM
Clerk: 0.00 in Record Book
Other: 2.00 2136
Total: 17.00 PGS 897-899

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR CHELSEA'S WAY**

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Chelsea's Way (this "First Amendment") is made and entered into as of the date set forth herein by and between **Century Communities of Tennessee, LLC**, a Delaware limited liability company (the "Declarant"), and all persons, firms, corporations or other entities, presently owning or hereafter acquiring any of the Development Property described herein.

WITNESSETH:

WHEREAS, there has been previously established and recorded that certain Declaration of Covenants, Conditions and Restrictions for Chelsea's Way (the "Original Declaration") of record in the Register's Office for Robertson County, Tennessee at Record Book 2012, Pages 182-243 on November 6, 2020 (and together with this First Amendment, collectively referred to herein as the "Declaration");

WHEREAS, on November 20, 2020, G & N Properties, LLC, (the "Original Declarant") recorded an Assignment of Declarant Rights in the Register's Office for Robertson County, Tennessee at Record Book 2016, Pages 333-337 assigning all of the rights and obligations of "Declarant" under the Original Declaration to Declarant.

WHEREAS, the words defined in the Declaration shall have the same meaning in this First Amendment; and

WHEREAS, pursuant to Article XIII, Section 2 of the Original Declaration, Declarant now desires to amend the Original Declaration as further set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing premises, Declarant hereby amends the Declaration as follows:

1. Article XI, Section 4 of the Original Declaration is deleted in its entirety and substituted in lieu thereof is the following:

Lease. No dwelling, or interest therein, shall be leased by an Owner except by a written lease. No lease shall be for a term of less than one (1) year. Short term rentals of any portion of a dwelling upon any Lot for less than

one (1) year shall be strictly prohibited in all circumstances, including but not limited to, renting through Airbnb, HomeAway, VRBO, and other short term rental websites. The Lessee under such lease shall be bound by and subject to all of the terms, conditions, restrictions, rights, and obligations of this Declaration and the Governing Documents, which shall be expressly provided in the lease. Upon request by the Board, the Owner of a Lot shall deliver to the Board within ten (10) days a copy of the lease for the Lot. Failure to comply with this Declaration shall be a default under such lease. The Association or its Managing Agent shall be entitled to establish and maintain a Lease Registration Program and to charge fees for the operation of same. This restriction shall not be deemed to prohibit Mortgagee who takes title to a Lot pursuant to the terms of its security instrument from leasing same for a limited time until the Mortgagee can find a buyer for the Lot. Notwithstanding the foregoing, it is the intent of this Section to be fully compliant with FHA and VA lending requirements. As such, to the extent that any provision of this Section is not fully compliant with FHA and VA lending requirements, both now or in the future, then the Declarant and thereafter the Board, shall be authorized to prepare, execute and Record an amendment to this Declaration to bring this Section and the Declaration into full compliance with FHA and VA lending requirements without the joinder or approval of any Owner or other person or entity

2. Except as amended herein, all terms and provisions of the Declaration, remain unmodified and in full force and effect. To the extent of any inconsistency between this First Amendment and the Declaration, this First Amendment shall control and prevail.

[Notarized Signature on Following Page]

IN WITNESS WHEREOF, the Declarant has caused this First Amendment to be duly executed as of the date set forth below.

**Century Communities of Tennessee, LLC,
a Delaware limited liability company**

By: 

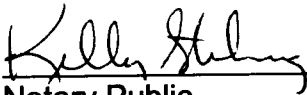
Print Name: Zack Adler

Its: Division President

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named ZACK ADLER, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be the DIVISION PRESIDENT ("Officer") of **Century Communities of Tennessee, LLC, a Delaware limited liability company** (the "Company"), the bargainor, and that he/she as such officer, being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of the Company by him/herself as DIVISION PRESIDENT

Witness my hand and seal the 10th day of DECEMBER, 2021.


Notary Public

My Commission Expires: 3 / 8 / 22

