

THIS INSTRUMENT PREPARED BY:  
SCOTT D. WEISS, ESQ., CCAL  
Ortale Kelley Law Firm  
CMT Building  
330 Commerce Street, Suite 110  
Nashville, Tennessee 37201  
(Prepared from information provided  
by and at the direction of the Shelton Square  
Homeowners Association, Inc.)

Heather Daborn, Register  
Rutherford County Tennessee  
Rec #: 1116012  
Rec'd: 15.00 Instrument #: 2363094  
State: 0.00  
Clerk: 0.00 Recorded  
Other: 2.00 5/19/2021 at 12:17 PM  
Total: 17.00 in  
Record Book 2083 Pgs 3522-3524

**AMENDMENT TO THE  
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS &  
RESTRICTIONS  
FOR  
SHELTON SQUARE SUBDIVISION**

**THIS AMENDMENT** to the Declaration of Protective Covenants, Conditions and Restrictions for Shelton Square Subdivision ("Amendment") is made and entered into by the Developer of the Shelton Square Homeowners Association, Inc. ("Shelton Square" or "Association") in accordance with Article XIII, Section 2 of the Declaration of Protective Covenants, Conditions & Restrictions for Shelton Square Subdivision ("Declaration") of record in Record Book 1734, Pages 3699-3735, Register's Office for Rutherford County, Tennessee; the Declaration having been amended by Amendment to Declaration of Protective Covenants, Conditions & Restrictions for Shelton Square Subdivision ("First Amendment"), of record in Record Book 1826, Page 2360, et seq., said Register's Office; the Declaration having further been amended by Amendment #2, Amendment to Declaration of Protective Covenants, Conditions & Restrictions for Shelton Square Subdivision ("Second Amendment"), of record in Record Book 1904, Page 3890, said Register's Office; the Declaration having further been amended by Amendment to Declaration of Protective Covenants, Conditions & Restrictions for Shelton Square Subdivision ("Third Amendment"), of record in Record Book 1908, Pages 1703-1705, said Register's Office; the Declaration having further been amended by Amendment #4, Amendment to Declaration of Protective Covenants, Conditions & Restrictions for Shelton Square Subdivision ("Fourth Amendment"), of record in Record Book 1980, Page 3920, said Register's Office; the Declaration having further been amended by Amendment #5, Amendment to Declaration of Protective Covenants, Conditions & Restrictions for Shelton Square Subdivision ("Fifth Amendment"), of record in Record Book 2006, Page 3736, said Register's Office; the Declaration having further been amended by Amendment #6, Amendment to Declaration of Protective Covenants, Conditions & Restrictions for Shelton Square Subdivision ("Sixth Amendment"), of record in Record Book 2068, Pages 1276-1277, said Register's Office.

**WITNESSETH:**

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

**WHEREAS**, pursuant to Article XIII, Section 2 of the Declaration, the Declaration may be amended unilaterally by the Developer, without the joinder of any Owner, for a period of fifteen (15) years from the date of the said Declaration; and,

**WHEREAS**, the Declaration was recorded in the Register's Office for Rutherford County, Tennessee on December 14, 2018; and,

**WHEREAS**, as evidenced by the signature of Shelton Square, LLC, the Developer as defined by the Declaration, the Developer hereby adopts this Amendment.

**NOW, THEREFORE**, by these presents, Article V, Section 10 of the Declaration is hereby amended by adding the following thereto as follows:

Upon the foreclosure of a first mortgage or deed of trust, the foreclosure and the sale shall be subject to the Association's lien created in Article V, Section 8 of the Declaration, and the Association shall be entitled to proceeds from the foreclosure sale to satisfy the lien for common expenses and assessments which would have become due in the absence of acceleration during the six (6) months immediately preceding institution of such foreclosure, but not exceeding one percent (1%) of the maximum principal indebtedness of the lien secured by the first mortgage or deed of trust.

**NOW, THEREFORE**, by these presents, Article VII, Paragraph 1, part c of the Declaration, and the Fifth Amendment are both hereby deleted in their entirety and replaced with the following:

c. All walls and fences for individual Lots must receive the prior written approval of the Architectural Review Committee. No privacy fences are pre-approved in the Estates Section, the Cottages Section or in the Sanctuary Section as those sections are defined in Article I, Paragraph 20 of the Declaration. The Architectural Review Committee may limit the height and design of any fences and walls. All boundary walls, retaining walls and fences must be of materials approved by the Architectural Review Committee. The Architectural Review Committee may modify the design criteria for fences, but the current design criteria is as follows:

i. No fences will be allowed in any front yards. No fences will be allowed in the side or rear yards without prior approval by the Architectural Review Committee. Fences are to stop at back corners of homes. All fences shall be on property lines where allowed and must have written approval from neighboring property owner and adhere to all Municipal easement requirements.

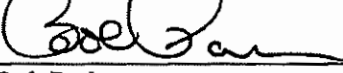
- ii. As to corner lots: no fence may be closer than twenty (20) feet from any street (measured from the back of the street curb).
- iii. Black Aluminum or White Vinyl privacy fence are the only pre-approved materials for consideration. Black Aluminum fences shall be of a height of no less than four (4) feet and no taller than six (6) feet in height. White Vinyl privacy fences shall be no less and no taller than six (6) feet in height.
- iv. "Invisible or Underground" dog fence.

The Architectural Review Committee will review alternative fence types other than those listed hereinabove, but may approve or disapprove any fence design at their sole discretion.

Only the changes and amendments made by this Amendment to the Declaration of Protective Covenants, Conditions and Restrictions for Shelton Square Subdivision shall be changed. All other terms, conditions, restrictions and provisions of the Declaration 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 18<sup>TH</sup> of MAY, 2021.

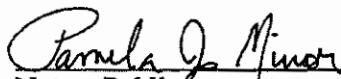
DEVELOPER: SHELTON SQUARE, LLC

  
 By: Bob Parks  
 Its: Chief Manager

STATE OF TENNESSEE)  
 COUNTY OF RUTHERFORD)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Bob Parks 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 Chief Manager of Shelton Square, LLC, and that he as such Chief Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Association by himself as such Chief Manager.

Witness my hand and official seal at Murfreesboro, Rutherford County, Tennessee, this 18<sup>TH</sup> day of May, 2021.

  
 Notary Public

My Commission Expires: 10-22-23

