

**WRITTEN BALLOT FOR AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS MEADOWBROOK PHASE 1A**

I approve

do not approve

abstain from voting on

the following proposed Amendment to Declaration of Protective Covenants, Conditions and Restrictions Meadowbrook Phase 1A.

(mark only one)

(print owner's name)

(owner's signature)

(address)

(date)

Article VII Section 3 of the Declaration is amended to add the following new subsection (k):

(k) Notwithstanding any other provision of the Declaration to the contrary, (i) no more than twenty percent (20%) of the Lots within the Development may be rented or leased at any one time, and (ii) no Lot Owner shall grant any form of leasehold interest in a Lot or the improvements thereon unless said Owner (or said Owner's spouse) has had fee simple ownership of the Lot for a period of at least two (2) consecutive years; provided however, that any Lot which is subject to a lease which is in effect on the date of recordation of this Amendment shall be unaffected by the twenty percent lease cap and the two-year ownership requirement until title to such Lot is conveyed by the current owner thereof to some other person or entity.

For purposes of this Article VII Section 3(k) the term "lease" shall include any agreement under which a person or persons other than the Owner occupy a Lot in exchange for money or any other consideration, including without limitation a lease for any term, a tenancy at will, a tenancy at sufferance, a holdover tenancy, a lease/purchase contract, a lease with an option to purchase and a temporary occupancy agreement.

Any inconsistency between this Amendment, on one hand, and any other provision of the Declaration or the Association's Bylaws on the other hand (including without limitation references to "tenants," "leases," or other lease-related terms), shall be resolved in favor of this Amendment.

Except as expressly provided below, leases permitted under this Article VII Section 3(k) shall have a minimum lease term of six (6) months. Leases may include options to renew, but renewals must also have a minimum term of six (6) months. Short-term vacation leasing

and/or leasing through online short-term rental websites such as AirBNB.com or VRBO is strictly prohibited. A Lot must be leased only in its entirety.

To avoid undue hardships, the Board may, in its sole and absolute discretion, and upon written application by a Lot Owner, grant permission to lease a Lot on terms prescribed by the Board even if more twenty percent (20%) of Lots are already under lease. By way of example but not limitation, hardship situations the Board may consider include:

- (1) Death of a Lot Owner (rental to be allowed during probate period);*
- (2) Confinement of a Lot Owner to a medical or nursing care facility;*
- (3) Lot Owner's loss of their job;*
- (4) Lot Owner's temporary job transfer or relocation due to job circumstances more than fifty (50) miles from the Lot. Such Lot Owner's hardship leasing application must include written notice from Lot Owner's employer stating reason for transfer or relocation and expected length of relocation; and*
- (5) Lot Owner is a reservist in the United States Armed Forces who is called to temporary active duty, or is active-duty personnel in the United States Armed Forces who is temporarily deployed more than fifty (50) miles from the Lot.*

The Board is hereby authorized to make reasonable rules and regulations relating to leases and to the implementation of the provisions of this Article VII Section 3(k), including without limitation lease application requirements, notice requirements as to names and numbers of tenants, the creation of a waiting list for the right to lease a Lot, the priority given to Lot Owners on the waiting list and penalties for violations of this paragraph or the Board's leasing rules including fines in reasonable amounts to be determined by the Board.

If a Lot Owner leases a Lot in violation of this Article VII Section 3(k), or if the occupant of a leased Lot violates any provision of the Declaration, the Association's Bylaws, Rules or Regulations, in addition to any other remedy to which the Association is entitled, the Association may declare the lease to be terminated and commence eviction proceedings against the tenant. In such proceedings, the Association shall be entitled to recover from the Lot Owner and the tenant all expenses of such proceedings incurred by the Association, including without limitation the Association's reasonable attorney's fees.

The following information is provided pursuant to Tenn. Code Ann. §48-57-108(d):

1. The presence in person or by proxy of ten percent (10%) of the total vote of the Association constitutes a quorum for meetings of the Association's membership.
2. This amendment to the Declaration requires approval of the affirmative vote, written consent, written ballot (or any combination thereof) of at least two-thirds (2/3) of the total number of Votes of Class A Members of the Association.
3. Although there is no absolute deadline for returning this Written Ballot to the Association, the Board asks that all Written Ballots be submitted on or before September 1, 2020.