

This instrument prepared by:
Leroy Johnston Ellis, IV, Esq.
3844 Old Hickory Blvd.
Old Hickory, TN. 37138

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF CHITWOOD DOWNS, NOW HAMPTON PARK

The Undersigned _____, being the owner(s) of:

_____, Old Hickory Tennessee, Lot # _____,
(Address)

CHITWOOD DOWNS, now known as HAMPTON PARK, Agree to the Amendment to Article X, of the Declaration of Covenants, Conditions and Restrictions of Chitwood Downs, shown of record in Book 7351, page 852, Register's Office for Davidson County, Tennessee, as Follows:

Section 10.21 Limitation on Non-Owner Occupied Properties.

- (a) Not less than of Ninety-five percent, (95%) of the Lots in the Subdivision shall be owner occupied dwellings.
- (b) (I). "Owner" shall include the individual, or individuals, corporation, Limited Liability Company, or Trust that is identified as being vested with title on the recorded deed to the real property, ("Property").
(II). Property shall be "owner occupied" when actually occupied by the individual or individuals vested with title to the property, or any spouse of such individual or individuals, their children, grandchildren, or any dependant of such individual(s).
(III). Property held in any trust shall be classified as "owner occupied" if the Trustee, or a beneficiary of such trust is an occupant.
(IV). Property held by any corporate title, including any limited liability entity, shall be classified as "owner occupied" if any corporate officer of such corporation, or officer of such limited liability entity, is an occupant.
- (c) Any property owner using his dwelling as "non-owner occupied" shall complete the **Notice of Non-Owner Occupied Use** form attached hereto, and also found on the Homeowner's Association Website, www.hamptonparkhoa.com and send the Notice by U.S. Mail to:
Hampton Park, HOA
P.O. Box 8274
Hermitage, TN. 37076
or such other address as may be designated by the Homeowner's Association in writing.
- (d) The term of any non-owner occupancy agreement shall be for a minimum term of twelve (12) months.
- (e) The Homeowner's Association shall be responsible for maintaining an accurate record of the number of non-owner occupied properties, and shall be authorized to enforce this Covenant by appropriate fines and penalties.
- (f) Any property which is currently non-owner occupied shall be exempt from this Covenant for as long as the vested owner does not change, or for Fifteen (15) years whichever is less.

Agreed to this _____ day of _____, 20_____.

Signature of Property Owner

Signature of Property Owner

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
CHITWOOD DOWNS, NOW HAMPTON PARK

NOTARY ACKNOWLEDGMENT

STATE OF TENNESSEE }
COUNTY OF }

Before me, _____ the undersigned, a notary public in the State of Tennessee, personally appeared _____, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that ___he___ executed the foregoing instrument for the purposes therein contained, and expressed and acknowledged that they executed the same as their free act and deed.

Subscribed and sworn to before me, this the ____ day of _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF TENNESSEE }
COUNTY OF }

Before me, _____ the undersigned, a notary public in the State of Tennessee, personally appeared _____, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that ___he___ executed the foregoing instrument for the purposes therein contained, and expressed and acknowledged that they executed the same as their free act and deed.

Subscribed and sworn to before me, this the ____ day of _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____

Notice of Non-Owner Occupied Use - for Hampton Park Subdivision

Property Street Address: _____

Property Owner's Name: _____
and address _____

Property Owner's phone number: _____

Initial Term of the Lease: _____, Months.

Has the Tenant been provided a copy of the HomeOwner's Association Rules?

_____ yes _____ no

X _____
Signature of Owner or Owner's Agent

HAMPTON PARK HOMEOWNER'S ASSOCIATION

Dear Fellow Resident,

The Homeowner's Association Board has had several requests to restrict the number of non-owner occupied properties in our neighborhood. The restriction on that type of property use is not currently within the authority of the Home Owner's Association ByLaws. After debate and discussion, the HOA Board has determined to see if the Neighborhood as a whole is in favor of this type of restriction. In order to Amend the Subdivision Covenants, Conditions and Restrictions, 75% of all the Property Owners must agree.

The Association Board, with the assistance of our attorney, has prepared an amendment to the Restrictive Covenants of "Chitwood Downs" which is now, Hampton Park. A copy of the Amendment is enclosed.

Please review the Amendment. If you have questions about the document, and how it will affect your property, you may call the HOA's attorney, Johnny Ellis at 615-847-2000. The first ten minutes of the call will not have any additional cost to the HOA.

If you are in agreement with the Proposed Amendment, please Fill in your name and address, (The HOA will add the Lot Number), and sign it in front of a notary public. All persons on the deed to the property should sign the Amendment, and send it to:

Hampton Park, HOA
P.O. Box 8274
Hermitage, TN. 37076

You may also stop by Mr. Ellis' Office at 3844 Old Hickory Blvd, in Old Hickory, (Beside Boulevard Barber Shop, Liquor Store & the Bistro) and someone will be there to notarize your signature.

The Board believes that this amendment is for the benefit of the subdivision as a whole, and is sufficiently limited to allow most of the homeowners very little interference with their use of their property.

Thank you,

Joe DeMartini, President
Hampton Park Home Owner's Association