Karen Johnson Davidson County
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THIS INSTRUMENT PREPARED BY:
Ortale Kelley Law Firm, PLLC (WHB)
330 Commerce Street, Suite 110
Nashville, Tennessee 37201

FIRST AMENDMENT AND SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BURKITT RIDGE LIVE/WORK TOWNHOMES A LIVE/WORK TOWNHOME PLANNED UNIT DEVELOPMENT (ANNEXING RESIDENTIAL TOWNHOME UNITS)

THIS FIRST AMENDMENT AND SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BURKITT RIDGE LIVE/WORK TOWNHOMES A LIVE/WORK TOWNHOME PLANNED UNIT DEVELOPMENT (ANNEXING RESIDENTIAL TOWNHOME UNITS) ("First Amendment and Supplement") made effective this the 22nd day of September, 2026, by REGENT HOMES, LLC, a Tennessee limited liability company (hereinafter referred to as "Declarant"), for itself, its successors, successors-in-title, grantees, and assigns.

WITNESSETH:

WHEREAS, Declarant previously established certain covenants, conditions, and restrictions for property located in Davidson County, Tennessee, pursuant to the Declaration of Covenants, Conditions and Restrictions for Burkitt Ridge Live/Work Townhomes A Live/Work Townhome Planned Unit Development (A Horizontal Property Regime with Private Elements)(the "Declaration") of record in Instrument No. 20210505-0060576, in the Register's Office for Davidson County, Tennessee (the "Register's Office"); and

WHEREAS, pursuant to Article XI, Section 1(b) and Article XVII, Section 1(a) of said Declaration, Declarant has the authority to unilaterally amend and annex additional real property to the Declaration; and

WHEREAS, Declarant desires to make such amendments as particularly set forth herein and to annex additional real property to the Declaration, which consists of four (4) Residential Townhome Units, as defined herein, to be identified as Units A, B, C, and D, as well as any Private Elements, Common Elements, Limited Common Elements, and other real property related thereto located upon the real property described in Exhibit 1 attached hereto (the "Residential Townhome Units") and shall be more particularly shown and depicted on Exhibit 2; and

NOW THEREFORE, for and in consideration of these premises and other and valuable consideration, the Declarant hereby supplements and amends the Declaration as follows:

1. Exhibit "A" of the Declaration shall be supplemented for purposes of annexing the Residential Townhome Units as described in Exhibit 1 attached hereto, which consisting of Units A, B, C, and D, as well as any Private Elements, Common Elements, Limited Common Elements, and other real property located thereon, and shall become subject to the covenants, conditions, and restrictions of the Declaration.

2. Exhibit "B" of the Declaration shall be supplemented to identify and describe the Residential Townhome Units, being Units A, B, C, and D, as shown on Exhibit 2 attached hereto, which shall serve as a general description for each Unit and Private Elements, expressing its area, location, and other data necessary for identification, and shall also serve as a general description of any Common Elements and Limited Common Elements with respect to the Residential Townhome Units.

3. Article II of the Declaration shall be amended by inserting the following new definition for "Residential Townhome Units" as Section 39:

> **39. "Residential Townhome Unit(s)"** shall mean and refer to the portion of any Building that is individually designated in alphabetical enumeration, which shall be identified as a Residential Townhome Unit in Exhibit "B" attached to the Declaration, designed and built to be used and occupied solely as a townhome residence and intended for independent ownership, which is not owned in common with any other Unit Owner. The boundaries of each Residential Townhome Unit shall be the interior unfinished surfaces of the structural materials and Improvements (e.g. flooring, ceiling and walls) enclosing such living space on the Townhome Property. Any Residential Townhome Unit may be jointly or commonly owned by more than one Person. Residential Townhome Units shall be deemed to be a "Unit", as described in the Declaration, but not a "Live/Work Unit" and any owner of a Residential Townhome Unit shall be deemed a "Unit Owner". The use and occupancy restrictions regarding commercial use and leasing in Article VIII, Sections 2 and 3 shall not apply to Residential Townhome Units.

4. Article VIII of the Declaration shall be amended by inserting the following new Section 23:

> **23. "Residential Townhome Unit(s)"** Each Residential Townhome Unit shall only be used for residential purposes and purposes incidental and necessary thereto consistent with this Declaration, and not otherwise. The foregoing restriction shall not, however, be construed in such a manner as to prohibit a Unit Owner from: (i) keeping his personal business or professional records or accounts; or (ii) handling his personal business or professional calls or correspondence from his Residential Townhome Unit. Such uses are expressly declared customarily incident to the principal residential use and not in violation of said restriction. Further, the foregoing restriction shall not preclude real estate sales offices and construction trailers from being maintained on the Townhome Property by or on behalf of the Declarant or Builder for purposes of construction, development and sale of the Townhome Property and the Residential Townhome Units located or to be located thereon.

5. Article VIII of the Declaration shall be amended by inserting the following new Section 24:

> **24. Residential Townhome Unit(s) Leasing**.
>
> a. Definition. "Leasing" for purposes of the Residential Townhome Units in this Declaration, is defined as regular, exclusive occupancy of a Residential Townhome Unit by any person or persons other than the Unit Owner for which the

Unit Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.

b. General. Residential Townhome Units may be rented only in their entirety; no fraction or portion may be rented. There shall be no subleasing of residences or assignment of leases unless prior written approval is obtained from the Board of Directors for the Master Association. No Residential Townhome Unit may be marketed for short term rental on any "Airbnb" or "VRBO" type website and no transient or overnight tenants may be accommodated in any residence or other improvements located upon the Residential Townhome Units or Private Elements. All leases shall be in writing and shall be for an initial term of no less than six (6) months, except with the prior written consent of the Board of Directors for the Master Association. Notice of any lease, together with such additional information as may be required by the Board of Directors for the Master Association, shall be given to the Board of Directors for the Master Association by the Unit Owner within ten (10) days of execution of the lease. The Unit Owner must make available to the lessee copies of the Documents.

c. Compliance with Declaration, Bylaws and Rules and Regulations. Every Unit Owner shall cause all occupants of his or her residence to comply with the Documents, and shall be responsible for all violations and losses to the Common Elements or common area in the entire Subdivision caused by such occupants, notwithstanding the fact that such occupants of a residence are fully liable and may be sanctioned for any violation of the Master Declaration, and any of the Documents. The provisions of this Declaration, including but not limited to this Section 24, shall be deemed included in any lease of a Residential Townhome Unit with the Townhome Property. If any tenant is in violation of these provisions the Association or Master Association may enforce these provisions against the Unit Owner, the tenant or both, and is granted the right as Unit Owner's agent and attorney in fact in accordance with this Declaration to initiate enforcement and detainer actions against any tenant in violation of these provisions. Such tenant shall pay the reasonable enforcement costs and legal expenses incurred by the Association or Master Association.

6. Article IX, Section 2 of the Declaration shall be amended by deleting and replacing said Section 2 with the following new Section 2:

2. Units, Private Elements and Limited Common Elements. Each Unit Owner, at his own expense, shall furnish and be responsible for all maintenance of, repairs to and replacements within his Unit as well as to the Private Elements and Limited Common Elements appurtenant to his Unit. If any Unit Owner fails to maintain, repair or replace any items required herein to be maintained, repaired or replaced by said Unit Owner, then the Association shall have the right, but not the duty, in its sole discretion, to carry out such maintenance, repair or replacement, the cost of which shall be added to and become a part of the Common Expense attributable to such Unit. Notwithstanding the foregoing, the Association shall mow the lawn areas for the Residential Townhome Units, which are designated as Limited Common Elements in Exhibit "B" attached to the Declaration.

7. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Declaration, as amended.

8. All other items not heretofore amended or supplemented shall remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this First Amendment and Supplement has been executed by Declarant as of the day and year first above written.

DECLARANT:

REGENT HOMES, LLC,
a Tennessee limited liability company

By: _____

Name: David C. McGowan, Jr.

Title: Chief manager

STATE OF Tennessee)
COUNTY OF Davidson)

Before me, the undersigned, a Notary Public in and for State and County aforesaid, personally appeared David McGowan Jr, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Chief Manager of Regent Homes, LLC, a Tennessee limited liability company, the within named bargainor, and that he, as Chief manager of the limited liability company, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Chief Manager.

WITNESS my hand and official seal at Nashville, Tennessee, this 22 day of September, 2026.

Kim Nixon
Notary Public

[NOTARIAL SEAL]

My Commission Expires: 5-12-2030

KIM NIXON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 05-12-2030

EXHIBIT 1

LEGAL DESCRIPTION OF RESIDENTIAL TOWNHOME UNITS

Land in Davidson County, Tennessee, being Open Space 5B (912) shown on the Plan for Phase 5, Districts 2, 3 and 5, Burkitt Ridge, SP Subdivision of record in Final Plat of record as Instrument No. 20220525-0060826, in the Register' Office for Davidson County, Tennessee, to which Plat reference is hereby made for a more complete description of the property.

Being a portion of the same property conveyed to Regent Homes, LLC, a Tennessee limited liability company, by Deed from McGowan Family Limited Partnership, a Tennessee limited partnership, of record in instrument No. 20190322-0026352, Register's Office Davidson County, Tennessee.

EXHIBIT 2

SITE PLAN OF RESIDENTIAL TOWNHOME UNITS

[SEE ATTACHED]

Limited Common Elements

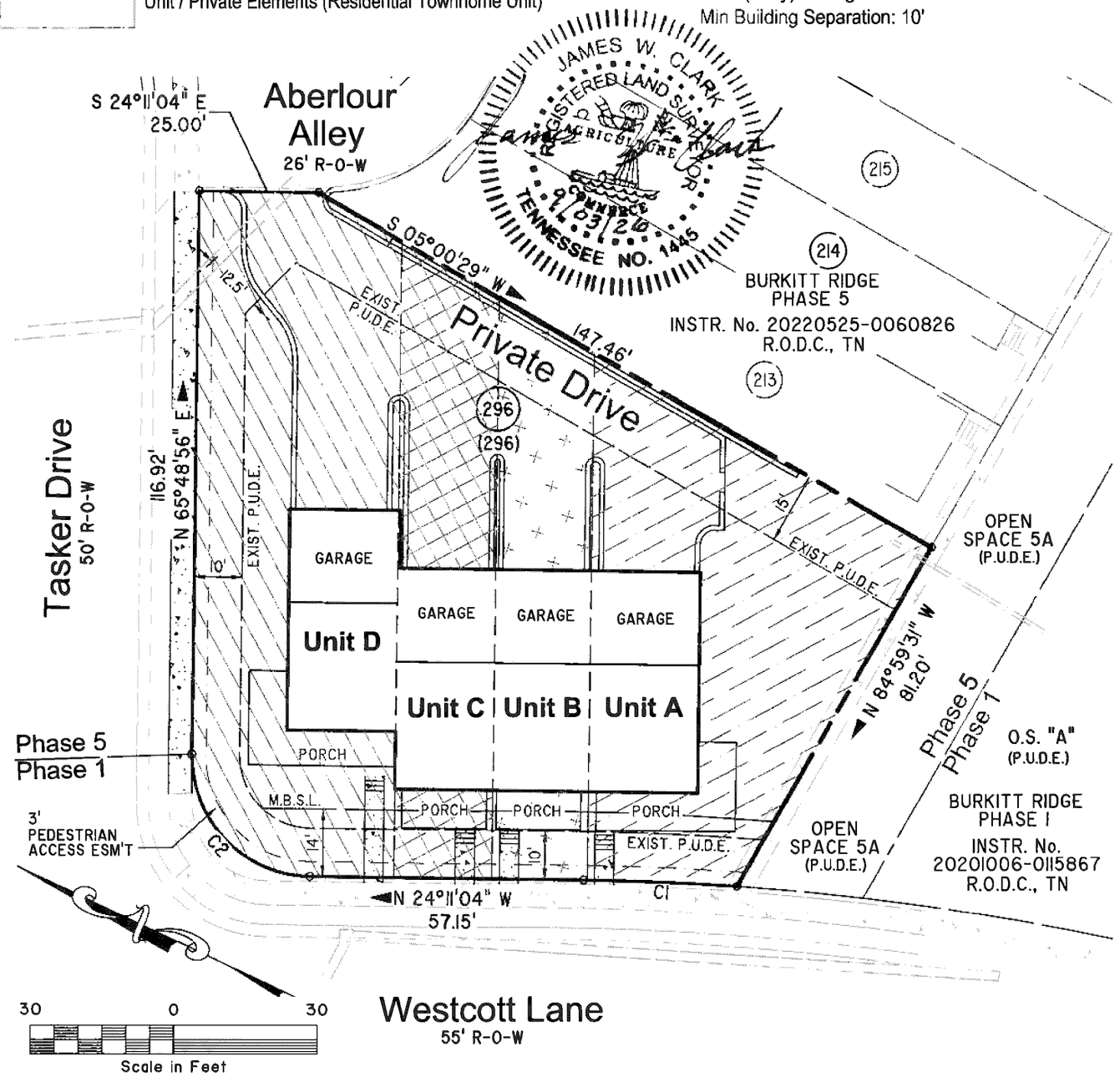
(Appurtenant to each Residential Townhome Unit - See Note #8)

- Limited Common Element Unit D
- Limited Common Element Unit C
- Limited Common Element Unit B
- Limited Common Element Unit A
- Unit / Private Elements (Residential Townhome Unit)

Curve Table						
CURVE No.	DELTA	RADIUS	ARC	TANGENT	CHORD	CHORD BRG
C1	083°09'36"	25.00'	36.29'	22.18'	33.18'	S66°54'07"E
C2	038°29'22"	389.93'	261.94'	136.13'	257.04'	N52°16'41"E

SETBACKS

Townhomes
Front: 5' Min - 15' Max (from proposed sidewalk)
Side: 0'
Rear (Alley): 5' or greater than 15'
Min Building Separation: 10'



Notes

1. Property Map 187-01-0-B, Parcel 296
2. Site Acreage: 15,696 Square Feet or 0.360± Acres.
3. Deed Reference: Regent Homes, LLC Instr. No. 20210326-0040069, R.O.D.C., Tenn.
4. Plat Reference: Revision to Parcel 912, Phase 5, District 2, Burkitt Ridge Instr. No. 20251121-0093275, R.O.D.C., Tenn.
5. Declaration: Instr. No. 20210505-0060576, R.O.D.C., Tenn.
6. This survey was performed under the authority of TCA 62-18-126 and is not a general property survey as defined under rule 0820-3-07.
7. Corresponds with approved Final SP Plan Case# 2017SP-023-006.
8. Units A, B, C, and D are Residential Townhome Units.
9. The hatched areas designated as Limited Common Elements are assigned for the exclusive use of the applicable Residential Townhome Unit in accordance with the Declaration, as may be amended.

Exhibit "B"
Exhibit Plan to First Amendment and Supplement

(Units A, B, C, & D - Residential Townhome Units)

Nashville, Davidson County, Tennessee
Property Map 187-01-0-B, Parcel 296
Date: September 3, 2026 Scale: 1" = 30'

prepared for:

Regent Homes, LLC

PREPARED BY:

Anderson, Delk, Epps & Associates, Inc.
618 Grassmere Park Drive, Suite 4
Nashville, Tennessee 37211
(615) 331-0809

16-103

Tennessee Certification of Electronic Document

I, Bobbie Cooper, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on September 22, 2026 (date of document).

Affiant Signature

September 22, 2026

Date

State of Tennessee

County of Davidson

Sworn to and subscribed before me this 22nd day of September, 2026.

Notary's Signature

MY COMMISSION EXPIRES: 10/4/2027

NOTARY'S SEAL

