

This instrument prepared by:  
Seth B. Pinson  
204 N. Washington Ave.  
Cookeville, TN 38501

**AMENDMENT TO DECLARATION OF RESTRICTIVE  
COVENANTS FOR WESTOWNE ESTATES**

This Amendment to Declaration of Restrictive Covenants for Westowne Estates (“Amendment”) is hereby made, published, and declared this the 28<sup>th</sup> day of March, 2024 by Broad Street Properties, a Tennessee general partnership (“Owners”).

WHEREAS, the Owners previously owned all the real property known as Westowne Estates, a plat of which is recorded in the Register’s Office of Putnam County, Tennessee, in Plat Cabinet J, Slide 161A (“Subdivision”);

WHEREAS, the Owners previously recorded a Declaration of Restrictive Covenants for Westowne Estates (“Original Declaration”) on or about 16<sup>th</sup> day of September, 2020, which is recorded at Record book 1235, Pag 63, in the Office of the Putnam County Register’s Office;

WHEREAS, the Original Declaration states that the Original Declaration may be modified and amended by Owners until Owners have sold all lots in the Subdivision, and the Owners have not sold all lots in the Subdivision;

NOW, THEREFORE, the Owners hereby modify and amend the Original Declaration as follows:

A. Numbered Paragraph 1 of the Original Declaration shall be removed and replaced with the following:

“1. **Commercial & Leasing.** No Lot shall be used except for private single family residential purposes. No residence shall be built on any Lot until plans for the residence are approved by Owners. Each Lot shall contain no more than one (1) residential dwelling. No business of any nature shall be conducted on any Lot. No portion of any Lot or any structure on any Lot shall be permitted to be used for commercial purposes. No adjoining landowner shall use any Lot as a street to connect and/or to connect utilities to any adjoining property that may be developed or to resubdivide any tract. Persons owning a Lot shall be allowed to lease the Lot and the improvements thereon with the following stipulations:

- i. The length of a lease shall be for a minimum of one (1) year.
- ii. Any lease shall be in writing and shall provide that: 1) the lease is specifically subject to the provisions contained in this Amendment and in the Original Declaration, 2) any failure to abide by the terms of the Amendment or Original Declaration shall be a default, and, 3) the owner of the Lot certifies that a copy of the Amendment and Original Declarations have been provided the lessee. A copy of the fully executed lease shall be submitted to the Owners at 233 W. Stevens

- Street, Cookeville, TN 38501 within ten (10) days of the commencement of the lease period.
- iii. Any lease must be a lease for the entirety of the Lot and the improvements thereon. Leasing or renting of separate rooms, floors, garages, or other areas within a dwelling or on a Lot are prohibited.
  - iv. It is expressly forbidden for any lease to allow occupancy except for single family use.
  - v. No lease may be subleased or assigned.
  - vi. No home or Lot shall be advertised, posted, or otherwise offered for lease or rent on short term rental or vacation rental websites, media platforms, or databases such as Airbnb, VRBO, Flipkey, HomeAway or Hometogo.
  - vii. If any lease is terminated for any reason other than the natural end of the lease term, the owner of the Lot shall notify Owners in writing within ten (10) days.
  - viii. Any owner of a Lot engaged in leasing activities as of the date of this Amendment shall be allowed to continue leasing activities until the expiration of the term of said lease or said lot is sold or conveyed to a third party. No lease or sublease term extensions are permitted for leases in existence at the time of this Amendment. In order to ascertain the expiration date of current leases, any owner of a Lot who is leasing as of the date of this Amendment shall provide a copy of the lease to Owners within twenty-one (21) days after the Amendment is filed with the Putnam County Register's Office.

B. Numbered Paragraph 9 of the Original Declaration shall be removed and replaced with the following:

**“9. Dwellings, Temporary Structures, Garages, and Outbuildings, Etc.** All homes, outbuildings, and detached garages must be constructed on the Lot and in the location where they are intended to stand. No pre-fabricated homes, outbuildings, or detached garages may be moved onto or placed on any lot. No house trailers, mobile homes (including double-wide mobile homes), modular homes, old houses, house constructed off premises, tent, or shack shall be constructed on or moved onto any Lot, or used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. No structure of any kind except a dwelling house may be occupied as a residence, and the outside of any building so occupied must be completed before occupancy.”

C. Numbered Paragraph 11 of the Original Declaration shall be removed, and replaced with the following:

**“11. Detached Buildings.** Only one outside detached building may be constructed on any Lot. Any Detached building shall not exceed twenty-two feet (22’) by twenty-six feet (26’) as measured by the exterior walls and shall not exceed twelve feet (12’) in height. Any detached building must meet the same restrictions as to the materials and construction as the dwelling house on the Lot. Any proposed detached building which would exceed the herein stated dimensions, other than the above-mentioned restrictions, must be approved by Owner. Any detached buildings must be built behind the rear corners of the dwelling house on the Lot. Any detached buildings may have a bonus room area but not a permanent residence, as this would break restrictions.

Other than the amendments and modifications stated herein above, the Original Declaration shall continue in full force and effect.

IN WITNESS WHEREOF, the Owners have caused this Amended Declaration to be executed on the day and date first above written.

**Broad Street Properties,**  
a Tennessee general partnership

By: *Donnie Elkins*  
**Donnie Elkins**  
Partner

By: **B&B Partnership,** a Tennessee general partnership

By: **Burnett Family Partners,** a Tennessee general partnership

By: *David Burnett*  
**David Burnett**  
Partner

By: **Burgess Family Partnership,** a Tennessee general partnership

By: *Evelyn Burgess*  
**Evelyn Burgess**  
Partner

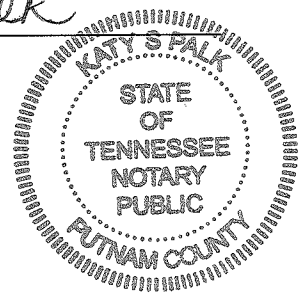
STATE OF TENNESSEE  
COUNTY OF PUTNAM

Before me, a Notary Public in and for said County and State, personally appeared Donnie Elkins, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a Partner of Broad Street Properties, the within named Owner/Developer, and that he as such Partner executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as Partner.

Witness my hand and official seal, at Cookeville, Tennessee, this the 28<sup>th</sup> day of March, 2024.

*Katy S. Palk*  
Notary Public

My commission expires: 2-1-25

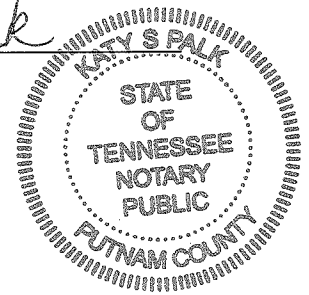


STATE OF TENNESSEE  
COUNTY OF PUTNAM

Before me, a Notary Public in and for said County and State, personally appeared David Burnett, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a Partner of Burnett Family Partners, which is a Tennessee general partnership and a partner of B&B Partnership, which is a partner of Broad Street Properties, the within named Owner/Developer, and that he as such Partner executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as Partner.

Witness my hand and official seal, at Cookeville, Tennessee, this the 28<sup>th</sup> day of March, 2024.

Katy S. Palk  
Notary Public



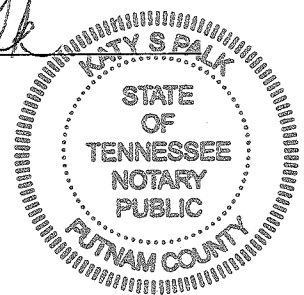
My commission expires: 2-1-25

STATE OF TENNESSEE  
COUNTY OF PUTNAM

Before me, a Notary Public in and for said County and State, personally appeared Evelyn Burgess, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a Partner of Burgess Family Partnership, which is a Tennessee general partnership and a partner of B&B Partnership, which is a partner of Broad Street Properties, the within named Owner/Developer, and that she as such Partner executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as Partner.

Witness my hand and official seal, at Cookeville, Tennessee, this the 28<sup>th</sup> day of March, 2024.

Katy S. Palk  
Notary Public



My commission expires: 2-1-25

John Sanders, Register  
Putnam County

Rec #:	223726	Instrument #:	296526
Rec'd:	20.00	Recorded	
State:	0.00	3/28/2024 at 1:36 PM	
Clerk:	0.00	in Record Book	
Other:	2.00	1531	
Total:	22.00	PGS 572-575	