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Prepared By  
SCOTT D. WEISS, ESQ., CCAL  
Ortale Kelley Law Firm, CMT Building  
330 Commerce St., Ste. 110 AMENDMENT TO THE  
Nashville, TN 37201

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

### GATES OF THE PENINSULA, PHASE I,

### A PLANNED UNIT DEVELOPMENT

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions of Gates of the Peninsula, Phase I, A Planned Unit Development ("Amendment") is made and entered into by the Members of the Gates of the Peninsula Homeowners Association, Inc. ("Gates of the Peninsula" or "Association") in accordance with Article VII, Section 3 of the Declaration of Covenants, Conditions and Restrictions of Gates of the Peninsula, Phase I, A Planned Unit Development ("Declaration") of record in Book 47, Page 216, et seq., in the Register's Office for Sumner County, Tennessee; the same having been amended by the First Amendment to Declaration of Covenants, Conditions and Restrictions of Gates of the Peninsula, Phase I, A Planned Unit Development ("First Amendment"), of record in Book 60, Page 432, et seq., in said Register's Office and by the Amendment of Restrictions of The Gates of the Peninsula ("Second Amendment"), of record in Book 97, Page 768, et seq., in said Register's Office.

#### WITNESSETH:

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

**WHEREAS**, to the extent that any change or new Article, Section, Paragraph and/or Sub part created by this Amendment, conflicts with any existing Article, Section, Paragraph and/or Sub-part of the Declaration, the Article, Section, Paragraph and/or Sub-part created by this Amendment shall control; and,

**WHEREAS**, pursuant to Article VII, Section 3 of the Declaration, the Declaration may be amended by an instrument evidencing approval that is signed by at least seventy-five percent (75%) of the Lot Owners; and,

**WHEREAS**, all Meetings of the Association whether annual, special or otherwise, shall be called in accordance with Article III of the By-Laws of Gates of the Peninsula Homeowners Association ("By-Laws"), attached to the Declaration; and,

Holly Hemmrich, Register  
Sumner County Tennessee  
Rec #: 1102168 Instrument #: 1442722  
Rec'd: 70.00 Recorded  
State: 0.00 2/16/2023 at 10:23 AM  
Clerk: 0.00 in Record Book  
Other: 2.00 6114  
Total: 72.00 PGS 1-14

**WHEREAS**, as evidenced by their signatures below, the Board of Gates of the Peninsula Homeowners Association, Inc., certify that a special meeting of the Members was held on November 19, 2022 where a quorum of Members, present in person or by proxy, made a motion which was seconded and carried by the affirmative vote of seventy-five percent (75%) of the Lot Owners, that this Amendment to the Declaration of Covenants, Conditions and Restrictions of Gates of the Peninsula, Phase I, A Planned Unit Development shall be adopted.

**NOW, THEREFORE**, by these presents, Article IV, Covenant for Maintenance Assessments, Section 8, Effect of Nonpayment of Assessments: Remedies, of the Declaration is hereby amended as follows:

“Any assessment not paid within fifteen (15) calendar days after the due date shall be subject to a reasonable late fee in an amount to be established by the Board. In addition to the late fee, should any unpaid assessments remain unpaid after thirty (30) calendar days after the due date, such unpaid assessment may, at the discretion of the Board, be subject to interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, with interest, costs, and reasonable attorney’s fees (including, but not limited to, the costs or fees incurred by a collection agency) of any such action being added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of their Lot. 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 IV, Section 1 herein, 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 VIII, Section 1, paragraph B of the Declaration is hereby amended as follows:

**B, Inappropriate Activity.** No illegal, improper, unlawful or offensive activity shall be carried on in any unit, house, lot or upon the common elements, limited or generally, nor shall anything be done which may be or become an annoyance or a nuisance to the other owners, nor shall any unreasonably noisy activity be carried on in any unit, house, lot or on the common elements. No owner shall permit anything to be done or keep or permit to be kept in their unit, house, lot or on the common elements anything that will increase the rate of insurance on the condominium without the written approval of the Association



and each co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition, if in fact such condition is approved by the Association.

NOW, THEREFORE, by these presents, Article VIII, Section 1, paragraph D of the Declaration is hereby deleted in its entirety and replaced with the following:

D. No part of the lots shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Trash, garbage or other waste, pending removal, shall not be kept except in sanitary containers, shall not be kept in front of a dwelling unit or in any other place which would be detrimental to the appearance of the premises or the health of the community. After weekly trash pickup, cans must be promptly removed from road frontage and stored away from the front of the house.

NOW, THEREFORE, by these presents, Article VIII, Use Restrictions, of the Declaration is hereby amended by adding the following new Section 2 thereto as follows:

**Section 2.** The following restrictions on leasing and rentals are hereby established.

A. **Definitions.** All definitions included below shall apply to this new Section 2 and the Declaration in its entirety.

- i. **"Leasing"**. For purposes of this Declaration is defined as any short-term transient or vacation-type occupancy or the regular, exclusive monthly, quarterly or annual occupancy of a Home by any person or persons other than the Owner, or any lease-purchase or similar agreement, regardless of whether the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.
- ii. **"Tenant"**. Means a person entitled under a rental agreement to occupy a Unit to the exclusion of others.
- iii. **"Home, House" or "Townhome"**. Shall mean an independently owned structure on a separate Lot that has been constructed for use as a single-family residential dwelling, or structure constructed upon a lot, connected at one or more points to another structure, both of which are intended for occupancy as a single-family residential dwelling.
- iv. **"Transient"**. Means any right to use, occupy or possession, or the use, occupancy or possession of a Home for a period of thirty (30) calendar days or less.
- v. **"Short-term rental Unit" or "STR"** means a Unit or residential dwelling that is rented wholly or partially for a fee for a period of less than thirty (30) continuous days.
- vi. **"Single-Family"**. An individual, or two or more persons related by blood, marriage or law, or, unless otherwise required by federal or state law, a group of not more than three unrelated persons living together in a Home.

- vii. **"Biological Unit Owner Heir" or "Biological Heir"** Means the biological or legally adopted children or grandchildren of a Unit Owner; the parent(s), of a Unit owner; the sisters, brothers, nieces or nephews of a Unit Owner; the step parent and step-sister or step-brother of a Unit Owner.
- viii. **"Residence" or "Residential Use"**. Means the place where an Owner's habitation is fixed and is where, during periods of absence, the Owner definitely intends to return. To determine whether a Home is being used as a Residence, the Board may consider the following criteria:
- Location of the person's occupation;
  - Place of licensing or registration of the person's personal property;
  - Place of payment of taxes which are governed by residence;
  - Purpose for a person's presence in a particular place; or,
  - Place of the person's licensing for activities such as driving

## **B. Lease Restriction and Exceptions**

- i. **Leasing Cap.** With the exception of Leasing which may be approved by the Board from time to time due to hardship as defined in part ii below, and Excluded Parties defined in Paragraph D below, under no circumstances shall the Board approve any lease which will cause the total number of leased Homes to exceed seventeen (17) of the combined total of Homes at Gates of the Peninsula. Failure of the Board to strictly comply with this or any other provision within this Amendment, shall not act as a waiver of its right to do so at any time in the future.
- ii. **Hardship Exceptions.** In addition to the seventeen (17) Home restriction in part i above, and subject to all of the restrictions recited within this Article VIII, Section 2, the Board in its discretion, shall be empowered to allow reasonable leasing of Homes to avoid undue hardship for reasons to include, but not limited to:
1. Owners who must relocate their place of residence and cannot, within ninety (90) calendar days from the date that the Home was placed on the real estate market, sell the Home for at least the current appraised market value, after having made reasonable and diligent efforts to do so.
  2. Deceased Owners whose Homes must be occupied by their heirs or devisees, or whose estate is being administered by their estate and/or surviving heirs at law and must be leased until such Home is sold or permanently occupied by heirs, devisees and/or heirs at law.
  3. Owners who take a leave of absence or are temporarily relocated a distance of fifty (50) miles or greater from the Home but who intend to return to reside in the Home.
  4. Owners who are members of the United States armed forces and are deployed for more than sixty (60) calendar days from their Home and who produce a copy of such orders to the Board as evidence of such deployment.
  5. In all such hardship situations the Owner shall reapply at the end of the natural



lease term for renewal of the hardship exception created herein.

Those Owners who are required to demonstrate, and who have so demonstrated, that the inability to lease their Home would result in undue hardship and who have obtained the requisite written approval from the Board, may lease their Home for such duration as the Board reasonably determines is necessary to prevent undue hardship. Under no circumstances however, shall the Board grant any such hardship exception for more than one (1) year at a time, and the Owner shall reapply for the renewal of a hardship exception no less than sixty (60) calendar days prior to the natural expiration of the lease. If the Owner makes such an application for renewal of hardship exception to the Board and does not receive a written approval of renewal hardship exception from the Board prior to the natural expiration of the lease, the hardship exception shall be presumed to be approved. The Board shall not unreasonably withhold approval.

**C. Lease Requirements.** Such Leasing as is permitted herein, shall be subject to reasonable rules promulgated by the Board as may be adopted from time to time, and the following requirements:

- i. All leases shall be in writing and a copy of the fully executed lease or lease summary with term of lease and naming all tenants and occupants, the cellular number and email address of all tenants and occupant above the age of eighteen (18) years of age, shall be filed with the Association Secretary or community manager prior to occupancy. The names and contact information provided to the Association Secretary or community manager shall only be used in the event of an emergency or to provide other notices as may reasonably need to be provided.
- ii. Owners of condos who wish to lease their unit must also provide the Association with a copy of the declaration page of the Owner's HO-6 insurance prior to the Tenant's occupancy.
- iii. Lease terms shall be for no less than one hundred eighty (180) days.
- iv. There shall be no assignment of any lease unless such assignment is in writing and made only to those excluded transfers of ownership identified Paragraph (D)(iv) below and a copy of such written assignment is provided to the Board or community manager.
- v. There shall be no subleasing of leases except with the prior written approval of the Owner and a copy of such written sublease provided to the Board or community manager.
- vi. No transient tenants shall be accommodated in any Home.
- vii. No Home shall be advertised and/or used as an STR, vacation or seasonal rental, or bed and breakfast through any service such as Vacation Rental by Owner ("VRBO®"), Airbnb®, hometogo.com, or any similar short-term leasing marketing service.
- viii. No Home shall be leased except in its entirety unless such Home is also occupied by the Owner as a primary residence and a roommate also as a primary residence.
- ix. Tenants and occupants named in all leases shall be subject to the Declaration, By-Laws and rules and regulations for Gates of the Peninsula, all existing amendments thereto and future amendments as they may be adopted from time to time.

- x. Each Owner or his agent shall ensure that Tenants have been provided a copy of and have signed a receipt for the Association rules and regulations.
- xi. The Association shall be considered a third-party beneficiary of all leases and subleases **for the limited purpose of** enforcing all lease terms and conditions in the event the Owner fails or refuses to do so.

**D. Excluded Parties**

- i. **Mortgage/Deed of Trust:** With the exception of Paragraph (C) Lease Requirements section above, and Paragraphs (E), (F) and (G) below, the prohibition upon Leasing imposed by this Amendment shall not apply to any Leasing transaction entered into by the holder of any first mortgage and/or Deed of Trust on a Home who becomes the Owner of the Home through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such mortgage and/or Deed of Trust.

- ii. **Existing Owners:**

- a. Subject to Paragraph (C) Lease Requirements above, and Paragraphs (E), (F) and (G) below, existing Owners as of the date of this Amendment may lease their Home and are effectively “grandfathered”.

- b. Once an Owner who has enjoyed this grandfathered status, transfers ownership to any third party, his or her Home shall then be subject to the provisions recited within this Amendment.

- c. A transfer of ownership for the purposes of this part, shall expressly exclude one time transfers (unless more than one such transfer is otherwise approved in writing by the Board) for the following purposes: transfers of title between spouses; transfers of ownership to a Trust, the beneficiary and/or trustor of which, is the homeowner; transfers of ownership by an Owner to a legal entity for tax or estate planning purposes; transfers of title by testate or intestate succession. All such transfers however, shall be subject to Paragraph (C) Lease Requirements above, and Paragraphs (E), (F) and (G) below.

- d. All existing Owners who currently lease their Homes shall provide a copy of their written lease to the Association within thirty (30) calendar days of this Amendment. Owners who currently do not lease their Home, but who may lease at a future date, shall provide a copy of the fully executed written lease agreement which shall name all tenants and occupants, or lease summary naming all tenants and occupants, the cellular number and email address of all tenants and occupant above the age of eighteen (18) years of age, to the Association management company within thirty (30) calendar days prior to tenant’s occupancy.

- iii. **Family Members and Biological Heirs:** Homes which are occupied by the Biological



Heirs, children or grandchildren of an Owner; Homes which are occupied by the parent or parents of an Owner; and Homes occupied by aunts, uncles, sisters, brothers, nieces or nephews of the Owner, shall not be considered as Homes which are leased. Such Homes shall however, be subject to the lease restrictions recited in Paragraph (C) above and Paragraphs (E), (F) and (G) below.

- iv. **Association:** With the exception of Paragraph (C) Lease Requirements above and Paragraphs (E), (F) and (G) below, the provisions of this Amendment shall not apply to any leasing transaction entered into by Gates of Peninsula Homeowners Association who becomes the Owner of a Home through foreclosure of its lien or any other means pursuant to the satisfaction of a Notice of Lien or judgment in the Association's favor.

- E. **Tenants and Occupants Liable.** Tenants, occupants and invitees of any Owner shall be subject to and shall comply with, the Declaration, By-Laws and all amendments thereto, and all Association rules and regulations and other policies duly adopted by the Board for the Association.

F. **Rental Fine Policy.** Violations of this Article VIII, Section 2 shall be subject to the same remedies within the Declaration which currently exist for other violations, including the failure and/or refusal to pay assessments. In addition to such remedies, the Board shall adopt reasonable rules and regulations for the enforcement of any leasing restriction created herein. Such rules and regulations shall include procedures for issuing written notices and reasonable fines against Owners in violation. All costs, including reasonable attorney's fees incurred in the enforcement of this part, shall be the responsibility of the Owner. Any and all such costs and reasonable attorney's fees, together with fines created by such rules and regulations, shall be a continuing lien against the Home and shall further be the personal obligation of the Owner.

G. **Tenant/Occupant Violations.**

- i. Written notice shall be mailed to tenants, occupants and the Owner at the last address provided by the Owner to the Association, of any and all violations of the Declaration, By-Laws, Association Rules and Regulations and amendments thereto by such tenant or occupant. Such written notice shall give the Owner ten (10) calendar days to provide the Association with written evidence of the measures such Owner has taken to ensure such violations by their tenant or occupant does not continue. Any violation by such tenant or occupant of the same or similar nature within sixty (60) days of the original violation, shall be considered a continuation of the previous violation. The Rules and Regulations adopted by the Board for the enforcement of this Article VIII, Section 2 shall be implemented against any Owner who fails to provide such written notice to the Association as required in this part or whose tenant's or occupant's actions are considered a continuation of a previous violation.
- ii. **Lease Termination.** After the above Rental Fine Policy has been implemented as a measure and prerequisite to compel the tenant's or occupant's compliance through the Owner, should such violations continue, the Association shall be entitled to file suit

against such tenant or occupant and Owner for unlawful detainer, and the Association shall further be entitled to file Writs to seek possession of the Owner's Unit, evict such tenant or occupant and return possession of the Unit to the lawful Owner thereof. All costs for such action, including reasonable attorneys' fees, shall be a continuing lien and charge against such Owner's Home, and be the personal obligation of such Owner.

- iii. Lease Termination due to Violence or Threats to Health, Safety or Welfare. Should any tenant or occupant willfully or intentionally commit a violent act, or behave in a manner which constitutes or threatens to be a real and present danger to the health, safety or welfare or the life or property of other owners, tenants or occupants at Gates of the Peninsula; or creates a hazardous or unsanitary condition in their Home or within Gates of the Peninsula that affects the health, safety or welfare or the life or property of other owners, tenants or occupants; or permits such acts by any person present at Gates of the Peninsula at the invitation of such tenant or occupant, the Association shall, on behalf of the Owner, be entitled to exercise all of the remedies and shall comply with all of the requirements of Tenn. Code Ann. § 66-28-517 as the same may be amended from time to time, and the Association shall further be entitled to file suit against such tenant and/or occupant for unlawful detainer seeking eviction and shall be entitled to file Writs seeking possession of the House on behalf of the Owner and shall return possession of the Unit to such Owner.
- iv. All costs incurred by this part, together with reasonable attorneys' fees for the enforcement thereof, shall be a charge on the land and shall be a continuing lien upon the Home against which such costs and reasonable attorney's fees were incurred; and such costs, together with reasonable attorneys' fees, shall be the personal obligation of the person who was the Owner of such Home at the time the fine(s) were levied.

**NOW, THEREFORE,** by these presents, Article VIII, Use Restrictions, of the Declaration is hereby amended by adding the following **new Section 3** after the newly added Section 2 above as follows:

**Section 3. Recreational Facilities.** Use of any recreational facilities in the condominium may be limited to such times and in such manner as the Association shall determine by duly adopted regulations.

**NOW, THEREFORE,** by these presents, Article VIII, Use Restrictions, of the Declaration is hereby amended by adding the following **new Section 4** after the newly added Section 3 above as follows:

**Section 4. Damage.** Each owner shall reimburse the Association for any expenditure incurred in repairing or replacing any common area property that is damaged through the owner's fault or the fault of the owner's guests, agents, tenants or other invitees, or for unauthorized alterations, additions or improvements that have been undertaken without express, prior written approval of the Board of Directors.



**NOW, THEREFORE**, by these presents, Article VIII, Use Restrictions, of the Declaration is hereby amended by adding the following **new Section 5** after the newly added Section 4 above as follows:

**Section 5. Requirement to Abide by Rules.** Each Owner, tenant and occupant shall abide by the rules and regulations that may, from time to time, be promulgated by the Board of Directors. Further, each owner shall abide and comply with this Declaration and the By-Laws. Each owner shall be liable for attorney's fees and costs incurred by the Association in enforcement of the By-Laws, Declarations, or rules and regulations promulgated by the Board of Directors. Further, owners shall be liable for attorney's fees and costs incurred for any effort taken by the Association to recover amounts owed to the Association.

**NOW, THEREFORE**, by these presents, Article VIII, Use Restrictions, of the Declaration is hereby amended by adding the following **new Section 6** after the newly added Section 5 above as follows:

**Section 6. Maintenance of Utilities.** No owner shall leave any house or unit without utilities (including power, electricity or gas, and water). All owners shall maintain each house and unit in a climate-controlled manner. Every owner shall maintain utilities to their unit or house at a minimum level of heat in the winter to prevent freezing of the property (including pipes). Further, each unit and house shall be maintained at a reasonable temperature in the summer by air conditioning, so the unit does not overheat and cause damages. Any failure to comply with this paragraph that results in any damage to the Association or other owners' properties shall be the responsibility of the offending party.

**NOW, THEREFORE**, by these presents, Article VIII, Use Restrictions, of the Declaration is hereby amended by adding the following **new Section 7** after the newly added Section 6 above as follows:

**Section 7. Parking.**

- a. With the exception of vehicles temporarily parked on streets or in driveways for the purpose of making deliveries, vehicles owned by contractors making repairs or improvements to a lot or house, vehicles owned by contractors vendors hired by the Association, and first responder or other government-owned vehicles, no vehicle or trailer that is too large to fit inside of the garage which is attached to any House in the Association, shall be parked upon any street or upon any driveway or upon any parking space within the Association unless approved in writing by the Board of Directors. Townhomes and houses without a garage shall follow the same guidelines as house owners, with a garage, for this purpose. Violations will be subject to fines, towing and/or

booting. Neither the Association nor the Board of Directors, officers, the property manager, agents or vendors hired by the Association shall be liable to any owner for trespass, theft or conversion of any vehicle which is in violation of this Section 7. All costs for the enforcement of parking violation shall be the personal obligation of the vehicle owner and a charge against the land and continuing lien against the lot owned by the vehicle owner.

- b. Curb parking is strictly for short term guests' and not intended for permanent and/or long term, overnight or daily parking. No curb or visitor parking is allowed as overflow parking for homes &/or condos. Clubhouse parking is to be used for clubhouse events and short-term guest parking. When there is an event at the clubhouse the parking spaces in front of the clubhouse will be reserved for clubhouse guests until the event is over. Prior written request must be submitted to and written approval received from the property manager for the approval of overnight guest parking that is expected to exceed 72 hours in designated visitor parking spaces.
- c. Hardship. The Board, in its discretion, shall be empowered to allow reasonable parking of vehicles, commercial vehicles and trailers to avoid undue hardship for reasons to include, but not limited to:
  - (i) Owners who drive commercial vehicles as a part of their employment; or,
  - (ii) Owners who have acquired vehicles by devise, bequeath or intestate succession who intend to sell such Vehicle but need a reasonable period of time to negotiate and close such sale.
- d. Continued Violations. Any vehicle or trailer parked in violation of a parking restriction which is removed and returned within forty-eight (48) hours of such removal, shall be considered a continuation of the previous violation and not a new violation, and, at the Board's discretion, will be enforced in accordance with the relevant next part of rules and regulations adopted by the Board for the enforcement of such violations, which may include towing or booting of the vehicle or trailer in violation.

**NOW, THEREFORE**, by these presents, Article XI of the Declaration is hereby amended by adding the following new Section 2 thereto as follows:

Section 2. Owners of Condos. All Owners of a condo shall maintain an HO-6 insurance policy upon each unit owned by such Owner and shall provide a copy of the declaration page for such HO-6 insurance policy to the Association property manager.



**NOW, THEREFORE**, by these presents, Article VII, Section 3 of the Declaration is hereby amended as follows:

Section 3. Amendment. The Declaration may be amended by an instrument evidencing approval that is signed by at least sixty-seven percent (67%) of the Lot Owners who are eligible to vote.

Only the changes and amendments made by this Amendment to the Declaration of Covenants, Conditions and Restrictions of Gates of the Peninsula, Phase I, A Planned Unit Development 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.

**[Signature pages to follow]**

6th IN WITNESS WHEREOF, the undersigned have executed this instrument as of this the  
of January, 2023.

**GATES OF THE PENINSULA  
HOMEOWNERS ASSOCIATION, INC.**

Diana Bain  
By: Diana Bain  
Its: President

STATE OF TENNESSEE)  
COUNTY OF SUMNER)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Diana Bain, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her oath, acknowledged herself to be the President of Gates of the Peninsula Homeowners Association, Inc., and that she as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Association by herself as such President.

Witness my hand and official seal at Regions Bank, Sumner County, Tennessee, this  
6 day of January, 2023.

Devon R Dodd  
Notary Public

My Commission Expires: 10-20-2026



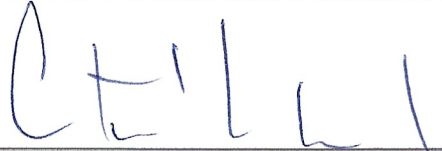
My Commission Expires Oct. 20, 2026



**AFFIDAVIT OF SIGNATURES FOR AMENDMENT  
BY  
SECRETARY OF GATES OF PENINSULA HOMEOWNERS ASSOCIATION, INC.**

The undersigned, Norma Lucia Castrejon Ayala, Secretary of Gates of Peninsula Homeowners Association, Inc., certifies and affirms that in accordance with Article VII, Section 3 of the Declaration of Covenants, Conditions and Restrictions of Gates of the Peninsula, Phase I, A Planned Unit Development, the signatures of not less than seventy-five percent (75%) of the Lot Owners are attached to this Amendment and as such, this Amendment shall be adopted.

**GATES OF THE PENINSULA  
HOMEOWNERS ASSOCIATION, INC.**



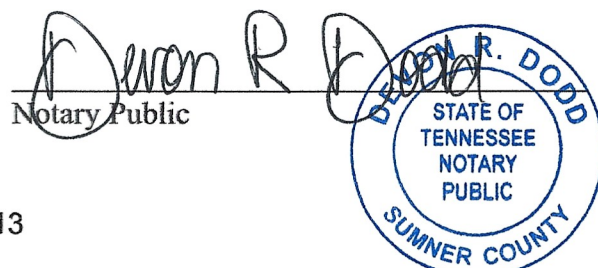
By: Norma Lucia Castrejon Ayala  
Its: Secretary

STATE OF TENNESSEE)  
COUNTY OF SUMNER)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Norma Lucia Castrejon Ayala, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her oath, acknowledged herself to be the Secretary of Gates of Peninsula Homeowners Association, and that she as such Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Association by herself as such Secretary.

Witness my hand and official seal at RegionsBank, Sumner County, Tennessee, this 16 day of January, 2023.

My Commission Expires: 10-20-2026



Stacy Caswell  
\_\_\_\_\_, Owner (Signed)

Tracy Casteel, Owner (Signed)  
Tracy Casteel, Owner (Printed)

110 Edgemoor Lane Hendersonville TN 37075  
Address (Gates of Peninsula)

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