

THIS INSTRUMENT PREPARED BY AND RETURN TO:  
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**FIRST AMENDMENT  
TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF BELL RIDGE SUBDIVISION, SECTIONS "A", "B" & "C"**

**THIS FIRST AMENDMENT** to the Declaration of Covenants, Conditions and Restrictions of Bell Ridge Subdivision, Sections "A", "B" & "C."

**W I T N E S S E T H**

**WHEREAS**, the Declaration of Covenants, Conditions and Restrictions of Bell Ridge Subdivision, Sections "A", "B" & "C" (hereinafter known as the "Declaration") establishing the easements, covenants, and restrictions of the Bell Ridge Subdivision, Sections "A", "B" & "C" (hereinafter known as "Bell Ridge Subdivision") was filed of record in Plat Book 297, Page 682-692 in the Office of the Chancery Clerk of DeSoto County, Mississippi, on March 25, 1996; and

**WHEREAS**, the Lot Owners of the Bell Ridge Subdivision desire to amend the Declaration by adding a new Article VII as set forth below; and

**WHEREAS**, the Lot Owners have, in accordance with the Declaration, approved the amendment set forth herein; and

**WHEREAS**, the undersigned President and Secretary of the Bell Ridge Home Owners Association Inc., Olive Branch, MS acknowledge that this Amendment has been approved by the Lot Owners in accordance with the Declaration.

**NOW, THEREFORE**, the Declaration of Covenants, Conditions and Restrictions of Bell Ridge Subdivision, Sections "A", "B" & "C" is hereby amended as follows:

1. There is added a new Article VII as follows:

**ARTICLE VII**

**PROHIBITION AGAINST LEASING**

Section 1. General Prohibition Against Leasing. All lots shall be occupied by the Lot Owner thereof. No Lot Owner shall be permitted to lease or rent his or her lot for any tenancy period whatsoever.

Section 2. Prohibition Against Short-Term Leasing. All lots shall be used for permanent resident purposes, and short-term leasing or rental of a lot, or portion thereof, is prohibited.

Section 3. Necessity Waiver for Existing Owners. Lot Owners may apply for a twelve (12) month "Necessity Waiver" to the prohibition against leasing as described in this Article by

petitioning the Bell Ridge Home Owners Association Inc., Olive Branch, MS (hereinafter “Bell Ridge HOA”) Board of Directors. A Lot Owner may be eligible for a Necessity Waiver if, due to loss of a job, job transfer, personal bankruptcy, death, or other extenuating circumstances, the Lot Owner necessitates the ability to lease the property for reasons other than the purpose of earning a return on an investment through rental income. The Board of Directors shall vote on Necessity Waiver applications at the following meeting and may grant the Necessity Waiver by majority vote. Necessity Waivers expire twelve (12) months following approval by the Board of Directors. If needed, a Lot Owner may reapply for a Necessity Waiver after twelve (12) months.

Section 4. Grandfather Clause. The prohibition against leasing in this Article shall apply to all Lot Owners who purchase, inherit, or come into possession of an ownership interest in the Bell Ridge Subdivision following the date of recordation of this Amendment. Any transfer of title by an existing Lot Owner following the recordation of this Amendment shall waive any and all defense against the leasing prohibition therein.

2. All other terms, conditions, and contents of the Declaration shall remain in effect, except as amended herein.

BELL RIDGE HOME OWNERS ASSOCIATION INC, OLIVE BRANCH, MS

By: \_\_\_\_\_  
Robert V. Thomas, President

By: \_\_\_\_\_  
Mark D. Mincy, Secretary

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Robert V. Thomas and Mark D. Mincy, with whom I am personally acquainted and who, upon oath, acknowledged themselves to be the President and Secretary, respectively, of The Bell Bridge Home Owners Association Inc., Olive Branch, MS, a corporation, and that they, as such President and Secretary, being authorized so to do, executed the foregoing instrument for the purposes contained by signing the name of the corporation by themselves as such President and Secretary and affirm the Lot Owner signatures herein contained are true and correct.

WITNESS my hand and Notarial Seal at office this \_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

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