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**(Prepared from information provided
by and at the direction of
River Rest Estates, Inc.)**

AMENDMENT TO THE

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

RIVER REST ESTATES

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for River Rest Estates (“Amendment”) is made and entered into by the Members of the River Rest Estates, Inc. (“River Rest Estates” or “Association”) in accordance with Article XIX, Section 2 of the Declaration of Covenants, Conditions and Restrictions for River Rest Estates (“Declaration”) of record in Book 273, Page 306, et seq., Register’s Office for Williamson County, Tennessee; the same having been amended by Amendment to Declaration of Covenants, Conditions and Restrictions for River Rest Estates (“First Amendment”), of record in Book 532, Page 823, et seq., said Register’s Office; the Declaration having further been amended by Amendment to Declaration of Covenants, Conditions and Restrictions for River Rest Estates (“Second Amendment”), of record in Book 4011, Page 880, et seq., said Register’s Office.

WITNESSETH:

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

WHEREAS, pursuant to Article XIX, Section 2 of the Declaration, the same may be amended by an instrument **signed** by members of the Association entitled to case at least sixty-six and two-thirds percent (66 2/3%) of the votes of the Association; and,

WHEREAS, as evidenced by their signatures below, the undersigned President and Secretary of River Rest Estates, Inc. certify that members of the Association representing not less than sixty-six and two-thirds percent (66 2/3%) of the votes entitled to be cast, have signed this Amendment and therefore this Amendment shall be adopted.

NOW, THEREFORE, by these presents, **Article VII** of the Declaration is hereby amended to add a **new Section 11** after the existing Section 10 as follows:

Section 11. Lot Transfer Fee. A lot transfer fee of Three Hundred and 00/100 Dollars (\$300.00) shall be charged to the buyer or new owner upon the sale or transfer of any Lot, except transfers by deed in lieu of foreclosure or transfers by foreclosure. Such Lot Transfer Fee shall be assessed automatically, without action by the Board of Directors and shall be used for the purpose of offsetting the administrative expenses associated with closing accounts of previous owners and setting up accounts for new owners. All fees and assessments charged herein, whether for a specific sum of money or otherwise calculated, shall be deemed to be reasonable and necessary under the circumstances, as determined by a simple majority of the Board of Directors and ratified by the requisite votes of the classes of Owners.

NOW, THEREFORE, by these presents, **Article XIII** of the Declaration is hereby amended by adding the following **new Section 19** after the existing Section 18 thereof as follows:

Section 19 Leasing.

(1) **Definitions.**

- 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. **“Home or Homes”**. Shall mean an independently owned structure on a separate Lot that has been constructed for use as a single-family residential dwelling.
- iii. **“Transient”**. Means any right to use, occupy or possess, or the use, occupancy or possession of a house for a period of thirty (30) calendar days or less.
- iv. **“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.
- v. **“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.

(2) **Lease Restriction and Exceptions**

- (a) **Occupancy Requirement.** All new Owners of a Home who become an Owner subsequent to the date of this Amendment, shall own and occupy such Home as the Owner’s primary place of residence for the immediate twenty-four (24) consecutive months after the date of purchase or other acquisition of title.

- (b) With the exception of Leasing which may be approved by the Board from time to time due to hardship as defined in part (c) below, and Excluded Parties defined in Paragraph 4 below, under no circumstances shall the Board approve any lease which will cause the total number of leased Homes to exceed seventeen Homes (17) of the combined total of Homes at River Rest Estates. 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.
- (c) Hardship Exceptions. In addition to the seventeen Homes (17) restriction in sub-part (b) above, and subject to all of the restrictions recited within this Section 19, 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:
- (i) If an Owner must relocate his or her place of residence and cannot, within ninety (90) 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 efforts to do so.
 - (ii) If an Owner dies and the Home is being occupied by his heirs or devisees or is being administered by his or her estate and/or surviving heirs at law;
 - (iii) If the Owner takes a leave of absence or is temporarily relocated a distance of fifty (50) miles or greater from the Home and intends to return to reside in the Home.
 - (iv) 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.
 - (v) Homes which are inherited by any Biological Heir as defined in Paragraph 1(vi) above, may be leased whether or not such Homes are occupied by a Biological Heir. Such Biological Heirs shall however, be subject to the lease restrictions recited in part (b) herein and Paragraphs (3), (5), (6) and (7) below.
 - (vi) 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. No hardship exception or renewal thereof shall be granted 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 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.

(3) **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:

- (a) All leases shall be in writing and a copy of the fully executed lease naming all tenants and occupants shall be filed with the property manager prior to occupancy.
- (b) Lease terms shall be for no less than six (6) months.
- (c) There shall be no subleasing or assignment of leases except with the prior written approval of the Owner.
- (d) No transient tenants shall be accommodated in any Home.
- (e) 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.
- (f) No Home shall be leased except in its entirety unless such Home is also occupied by the Owner thereof.
- (g) Tenants and occupants named in all leases shall be subject to the Declaration, By-Laws and Rules and Regulations for River Rest Estates, Inc., as the same may be amended from time to time.
- (h) The Association shall be considered a third party beneficiary of any such lease and shall have the power to enforce all lease terms and conditions in the event the Home Owner fails or refuses to do so.

(4) **Excluded Parties**

- (a) **Mortgage/Deed of Trust:** With the exception of Paragraph (3) Lease Requirements section above, and Paragraphs (5), (6) and (7) 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.
- (b) **Existing Owners:** Subject to Paragraph (3) Lease Requirements above, and Paragraphs (5), (6) and (7) below, existing Owners as of the date of this Amendment may lease their Home and are effectively “grandfathered”. The exclusion herein shall only be applicable to Owners, tenants and occupants who, as of the date of this Amendment, currently are in compliance with the existing Declaration of Covenants, Conditions and Restrictions, By-Laws, amendments thereto and Association Rules for River Rest Estates.

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.

A transfer of ownership for the purposes of this part, shall expressly exclude the following transfers of ownership: 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 homeowner to a legal entity for tax or estate planning purposes; transfers of title by testate or intestate succession.

All existing Owners who currently lease their Homes and those Owners who currently do not lease their Homes, 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, to the Association management company within thirty (30) calendar days of tenant's occupancy.

(c) **Family Members:** Homes which are occupied by the children or grandchildren of a Home Owner; Homes which are occupied by the parent or parents of a Unit owner; and Homes occupied by aunts, uncles, sisters, brothers, nieces or nephews of the Unit owner, shall not be considered as Homes which are leased. Such Homes shall however, be subject to the lease restrictions recited in Paragraph (3) above and Paragraphs (5) (6) and (7) below.

(d) **Association:** With the exception of Paragraph (3) Lease Requirements above and Paragraphs (5), (6) and (7) below, the provisions of this Amendment shall not apply to any leasing transaction entered into by the Association who becomes the Owner of a House 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.

(5) **Tenants and Occupants Liable**

Tenants, occupants and invitees of any Owner shall be subject to and shall comply with, the Declaration of Covenants, Conditions and Restrictions, By-Laws for the Association and all amendments thereto, and all duly adopted Association Rules and Regulations by the Board for the Association.

(6) **Rental Fine Policy**

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 notices, fines against unit owners in violation. All costs, including reasonable attorney's fees incurred in the enforcement of this part, shall be the responsibility of the Unit Owner. Any and all fines created by such rules and regulations shall be a continuing lien against the Unit and shall further be the personal obligation of the Unit Owner.

Fines created by Rules and Regulations composed for the enforcement of this Section 19, together with the costs and reasonable attorneys' fees for the enforcement thereof, shall be a charge on the land and shall be a continuing lien upon the House against which each such fine is levied; and such fines, together with costs and reasonable attorneys' fees for the enforcement thereof, shall be the personal obligation of the person who was the Home Owner of such House at the time the fine(s) were levied.

(7) **Tenant/Occupant Violations.**

(a). 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) business 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 Section 19 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.

(b). After the Board-adopted rules and regulations for the enforcement of this part 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 Home, and evict such tenant or occupant. 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.

(c). 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 River Rest Estates; or creates a hazardous or unsanitary condition in their Home or within River Rest Estates 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 River Rest Estates 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.

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 XIX, Section 1** of the Declaration is hereby deleted in its entirety and replaced with the following:

Section 1. Duration. The covenants, conditions and restrictions of the Declaration shall run and bind the land for a term of twenty (20) years from the date of recording of this Amendment, after which time they shall be automatically extend for successive one (1) year terms.

Only the changes and amendments made by this Amendment to the Declaration of Covenants, Conditions and Restrictions for River Rest Estates 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.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of this the _____ of _____, 2019.

RIVER REST ESTATES, INC.

By:
Its: President

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her/his oath, acknowledged herself/himself to be the President of River Rest Estates, Inc., and that she/he 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/himself as such President.

Witness my hand and official seal at _____, Williamson County, Tennessee, this _____ day of _____, 2019.

Notary Public

My Commission Expires:

**AFFIDAVIT OF REQUIRED SIGNATURES FOR AMENDMENT
BY
SECRETARY OF RIVER REST ESTATES, INC.**

The undersigned, _____, Secretary of River Rest Estates, Inc., certifies and affirms that in accordance with Article XIX, Section 2 of the Declaration, and as evidenced by the signatures attached hereto, and made a part hereof, not less than sixty-six and two-thirds percent (66 2/3%) of the members entitled to cast votes have signed this Amendment to the Declaration of Covenants, Conditions and Restrictions for River Rest Estates and as such, this Amendment shall be adopted.

RIVER REST ESTATES, INC.

By:
Its: Secretary

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her/his oath, acknowledged herself/himself to be the Secretary of River Rest Estates, Inc., and that she/he 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/himself as such Secretary.

Witness my hand and official seal at _____, Williamson County, Tennessee,
this _____ day of _____, 2019.

Notary Public

My Commission Expires:

IN WITNESS WHEREOF, the undersigned, representing sixty-six and two-thirds percent (66 2/3%) of members of River Rest Estates, Inc., entitled to cast votes, have executed this Amendment as of this the ____ of _____, 20__.

, Owner

Address