



20191206-0126310

THIS INSTRUMENT PREPARED BY:  
ORTALE KELLEY (PHP)  
330 Commerce Street, Suite 110  
Nashville, Tennessee 37201

**FIRST AMENDMENT TO THE BY-LAWS  
OF  
RIVER PLANTATION  
(SECTION ELEVEN)**

THIS FIRST AMENDMENT TO THE BY-LAWS OF RIVER PLANTATION (SECTION ELEVEN) (this "First Amendment to the By-Laws") is entered into and made effective as of the 3<sup>rd</sup> day of December, 2019 (the "Effective Date"), by the RIVER PLANTATION SECTION ELEVEN CONDOMINIUMS HOMEOWNERS' ASSOCIATION, INC, a Tennessee not-for-profit corporation (the "Association").

WITNESSETH:

WHEREAS, on October 1, 1997 the Developer, Haury and Smith Contractors, Inc., recorded that certain Master Deed for River Plantation, Section Eleven, of record in Book 10628, Page 661, of which the Bylaws of River Plantation Section Eleven were attached as an exhibit in Book 10628, Page 677 in the Register's Office for Davidson County, Tennessee (the "Original By-Laws") for the purpose of establishing a general plan and common scheme for the improvement of the property comprising the River Plantation, Section Eleven; and

WHEREAS, pursuant to Article XII of the By-Laws, the By-Laws may be amended by the written consent or vote of sixty-seven percent (67%) of the co-owners of existing units in River Plantation, Section Eleven, and the requisite number of co-owners of existing units in River Plantation, Section Eleven desire to further amend said By-Laws as set forth herein; and

WHEREAS, the Secretary of the Association has certified that sixty-seven percent (67%) of the existing units in River Plantation, Section Eleven affirmatively cast their votes to amend the By-Laws.

NOW THEREFORE, in consideration of the foregoing premises, the parties hereby amend the By-Laws as follows:

1. The By-Laws shall be amended by deleting Article VII, Section 2, and replacing Article VII, Section 2 with the following:

Section 2.

(a) Leasing. In order to preserve the character of the Units as predominantly owner-occupied, and to comply with the eligibility requirements for financing in the secondary mortgage market, leasing of Units shall be governed by the restrictions imposed by this paragraph. Except as provided herein, the leasing of Units shall be prohibited.

(i) Definition: "Leasing," for purposes of these By-Laws, is defined as single-family residential use of a Unit by any person other than the Owner. For purposes hereof, occupancy by a

roommate of such Owner who occupies the Unit as such Owner's primary residence shall not constitute "leasing" hereunder. Furthermore, "residential use" requires both physical presence and an intention to remain on the part of the Unit Owner.

(ii) Leasing of Units. Owners desiring to lease their Units may do so only if they have applied for and received from the Board either a "Leasing Permit" or a "Hardship Leasing Permit." Such a permit, upon its issuance, will allow an Owner to lease his or her Unit provided that such leasing is in strict accordance with the terms of the permit and this paragraph. The Board shall have the authority to establish conditions as to the duration and use of such permits consistent with this paragraph. All Leasing Permits and Hardship Leasing Permits shall be valid only as to a specific Owner of a Unit and shall not be transferable between either Units or Owners of Units.

(iii) Leasing Permits.

(A) The request of a Unit Owner, or any person who has entered into a binding purchase and sale agreement for a Unit, for a Leasing Permit for a Unit shall be approved if current, outstanding Leasing Permits have not been issued for more than fifteen (15%) percent of the total number of Units in the Condominium, for a total of twenty (20) Units.

(B) Notwithstanding the foregoing, a Leasing Permit shall be automatically revoked upon the happening of any of the following events:

(1) the sale or transfer of the Unit to a third party (excluding the sale to a Person who applied for a Leasing Permit in accordance with the above), and sales or transfers to an Owner's spouse, a person cohabitating with the Owner, or a corporation, partnership, company, or legal entity in which the Owner is a principal;

(2) if the Leasing Permit was granted to a Person who was not an Owner but entered into a binding purchase and sale agreement for a Unit, the termination of such agreement for any reason or the failure to close the purchase of the Unit within sixty (60) days of the date that the Leasing Permit was issued.

(3) a Leasing Permit granted to an Owner shall be revoked if the Unit is not leased within ninety (90) days from either (i) the date the Leasing Permit is issued or (ii) the date the Lease is terminated or expired.

(C) If current Leasing Permits have been issued to fifteen (15%) percent of the total number of Units in the Condominium, no additional Leasing Permits shall be issued (except for Hardship Leasing Permits) until the number of outstanding current Leasing Permits falls below the fifteen (15%) percent of the total number of Units in the Condominium. An Owner of a Unit who has been denied a Leasing Permit shall automatically be placed on a waiting list for a Leasing Permit and shall be issued the same if they so desire when the number of current outstanding Leasing Permits issued falls to less than fifteen (15%) percent of the total number of Units in the Condominium. The issuance of a Hardship Leasing Permit to an Owner of a Unit shall not cause the Owner of a Unit to be removed from the waiting list for a Leasing Permit.

(iv) Hardship Leasing Permits. If the failure to lease will result in a hardship, the Unit Owner may seek to lease on a hardship basis by applying to the Board for a "Hardship Leasing Permit". Permission to lease will be granted at the sole discretion of the Board. Such a permit, upon its issuance, will allow a Unit Owner to lease his or her Unit provided that such Leasing is in strict accordance with the terms of the permit and this paragraph. The Board shall have the authority to establish conditions as to the duration and use of such permits consistent with this paragraph. All Hardship Leasing Permits shall be valid only as to a specific Unit Owner and Unit and shall not be transferable. Application for Hardship

Leasing Permits shall be made in writing to the Board and shall be submitted by Unit Owner thirty (30) days prior to any Hardship Lease. The Board shall have the authority to issue or deny requests for Hardship Leasing Permits in its discretion after considering the following factors: (1) the nature, degree, and likely duration of the hardship, (2) the harm, if any, which will result to the Condominium if the permit is approved, (3) the number of Hardship Leasing Permits which have been issued to other Unit Owners, (4) the Unit Owner's ability to cure the hardship, and (5) whether previous Hardship Leasing Permits have been issued to the Unit Owner. "Hardship" as described herein shall include, but not be limited to the following situations: (1) a Unit Owner must relocate his or her residence outside Nashville, Tennessee area and cannot, within six (6) months from the date that the Unit was placed on the market, sell the Unit except at a price below the current appraised market value, after having made reasonable efforts to do so; (2) where the Unit Owner dies and the Unit is being administered by his or her estate; and (3) the Unit Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Unit. Hardship Leasing Permits shall be valid for a term not to exceed one (1) year. Unit Owners may apply for additional Hardship Leasing Permits. Hardship Leasing Permits shall be automatically revoked if during the term of the permit, the Unit Owner is approved for and receives a Leasing Permit.

(v) Short Term Rentals. No Unit shall be Leased or subleased to any transient lessee or occupants, or to lessee or occupants for terms of less than one (1) year. This includes, but is not limited to, short term Leases through rental or leasing agencies or entities such as Airbnb®, VRBO®, or other similar online rental agencies, as well as agencies with actual physical locations.

(vi) Leasing Provisions. Leasing which is authorized, pursuant to Leasing Permit or a Hardship Leasing Permit, shall be governed by the following provisions:

(A) Notice. All lease agreements must be submitted to the Association. Owners shall also submit a "Lessee registration form" to the Association for each existing lessee/lease, in a form prepared for the Association by the Board, no less than ten (10) business days prior to executing or extending a lease. The Association may charge a reasonable review and processing fee concerning the above.

Additionally, if a Unit Owner fails to provide the "Lessee registration form" to the Association as outlined above, the Association may impose reasonable monetary penalties as determined by the Board, in addition to the other remedies available under the Master Deed, Bylaws and Tennessee law. The Association may also suspend a Unit Owner's ability to lease his or her Unit for a period of twelve (12) months. This rental restriction provision takes precedence over any inconsistent language in the Master Deed or Bylaws or Rules and Regulations of the Association.

(B) General. Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. All leases shall be in writing using the form approved by the Board. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than one (1) year, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Within seven (7) days after executing a lease agreement for the lease of a Unit, the Unit Owner shall provide the Board with a copy of the lease and the name of the lessee and all other people occupying the Unit. The Unit Owner must provide the lessee copies of the Master Deed, Bylaws, and the Rules and Regulations, together with all amendments. Each Lease shall be and every Owner shall cause all occupants of his or her Unit to comply with the Master Deed, Bylaws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Elements or Limited Common Elements caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of the Master Deed, Bylaws, and rules and regulations adopted pursuant thereto.

(C) Enforcement. If the lessee, or a person living with the lessee, violates the Master Deed, Bylaws, or a rule or regulation for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee, and such fine may be assessed against the lessee. If the fine is not paid by the lessee within the time period set by the Board, the Owner shall pay the fine

upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Unit.

(D) Existing Arrangements. Any restrictions upon leasing imposed by this section will have no effect on the non-resident owners currently leasing Units prior to the effective date of this Amendment to the By-Laws. However, the number of Units that can be leased after passage of this Amendment shall be no more than fifteen (15%) percent of the total Units, for a total of twenty (20) Units. If the existing leasing arrangements for River Plantation Section XI exceed fifteen (15%) percent of the total Units, or twenty (20) leased Units, then no new leases shall be considered by the Board until the number of existing leased Units drops below the requisite fifteen (15%) percent of all Units in River Plantation Section XI.

2. This Amendment shall take effect and be applied prospectively as of the date that it is recorded in the Register's Office for Davidson County, Tennessee.
3. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the By-Laws, as applicable.
4. All terms and provisions of the By-Laws not heretofore amended shall remain in full force and effect.

**[SIGNATURE PAGE TO FOLLOW]**

CERTIFICATION

I hereby certify that I am the duly-elected Secretary of RIVER PLANTATION SECTION ELEVEN CONDOMINIUMS HOMEOWNERS' ASSOCIATION, INC, a Tennessee not-for-profit corporation. I further certify that the foregoing First Amendment to the By-Laws for River Plantation, Section Eleven, was adopted and approved by the affirmative vote (in person or by alternate) of the co-owners owning at least sixty-seven percent (67%) of the existing units in River Plantation, Section Eleven.

By: Kathleen Langan  
\_\_\_\_\_, Secretary

STATE OF TENNESSEE  
COUNTY OF DAVIDSON

Before me, Kimberly Talbert, a Notary Public in and for the State and County aforesaid, personally appeared Kathleen Langan, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the Secretary of RIVER PLANTATION SECTION ELEVEN CONDOMINIUMS HOMEOWNERS' ASSOCIATION, INC., and that he/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 himself/herself as its Secretary.

Witness my hand and official seal at office in Nashville, Davidson County, Tennessee  
This 3<sup>rd</sup> day of December, 2019.

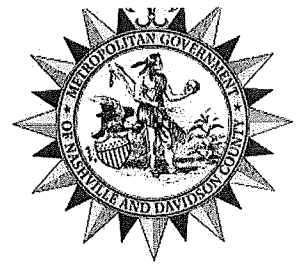
Kimberly Talbert  
Notary Public

My commission expires: 03/07/2023.



Payment Receipt Batch # 326384  
Date/Time: 12/06/2019 14:56:03  
Method Received: WALK-IN  
Clerk: BWELLS

OFFICIAL RECEIPT  
KAREN JOHNSON  
Davidson County Register Of Deeds



BOX 36

Return Method: BOX

Inst # 201912060126310 RESTRICTIVE COVENANTS  
Grantor: RIVER PLANTATION SECTION ELEVEN CONDOMINIUMS HOA INC  
Grantee: RIVER PLANTATUIN SECTION 11

02:55:58 PM  
Pages: 107

|                    |               |
|--------------------|---------------|
| Recording Fee      | 535.00        |
| DP Fee             | 2.00          |
| <b>Doc Total :</b> | <b>537.00</b> |

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|                |               |
|----------------|---------------|
| <b>TOTAL :</b> | <b>537.00</b> |
|----------------|---------------|

|                   |        |
|-------------------|--------|
| CHECK # 179508    | 537.00 |
| AMOUNT PAID :     | 537.00 |
| LESS AMOUNT DUE : | 537.00 |
|                   | 0.00   |

**When Receipt Is Paid By Check, This Receipt Is Not Valid Until Check Is Paid By Bank**