

This Instrument Prepared By:  
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**FIRST DEED OF AMENDMENT**  
**TO**  
**MASTER DEED**  
**OF**  
**RIVER REST (SECTION ONE)**

**WHEREAS** the Master Deed Establishing A Horizontal Property Regime of River Rest (Section One), hereinafter referred to as the “Master Deed,” is of record in Book 239, Page 172, Register’s Office for Williamson County, Tennessee, and

**WHEREAS** Section 15 of the Master Deed provides that it may be amended by a Deed of Amendment joined in by co-owners representing at least sixty-six (66%) percent of the total of the then-existing apartments in the horizontal property regime, and

**WHEREAS** at least sixty-six (66%) of the said co-owners (as evidenced by their signatures hereinbelow) have consented to the First Deed of Amendment of the Master Deed as set forth hereinbelow,

**NOW, THEREFORE,** the Master Deed is amended as follows:

I. Section 9 of the Master Deed is deleted and replaced with the following text:

9. Common Elements and Limited Common Elements.

Part One-Common Elements. The Common Elements consist of the entire property, including all parts of the buildings other than the apartments, and including, without limitation, the following:

- (a) The land
- (b) All foundations, columns, girders, beams and supports
- (c) All roofs; all exterior walls of the building not including the portions thereof on the apartment side of the dry-wall or paneling of such walls; and the portions between room walls where walls are within apartments, and all floors and ceilings. No co-owner shall be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors, ceilings, windows, and doors bounding his apartment, nor shall such co-owner be deemed to own the utilities (without limitation) running through his apartment which are utilized for, or serve more than one apartment, except as a right in common to share the same with the other co-owners. A co-owner, however, shall be deemed to own and shall have the exclusive right to paint, repaint, tile wax, paper or otherwise refinish and decorate the inner surfaces of the walls, floors, ceilings, windows, and doors bounding his apartment; said refinishing and decorating to be at the expense of the co-owner.

- (d) Any halls, corridors, lobbies, sidewalks, stairs, stairways and entrances to and exits from any building, but only if in a common area and not within the boundaries or perimeters of any apartment.
- (e) All yards, gardens, swimming pool areas and facilities for the swimming pool, all open parking and driveway areas, and the club house, picnic area, children's playground, tennis courts and sidewalks.
- (f) All spaces devoted to the lodging or use of the manager, superintendent and other persons employed in connection with the operation of the property; and all guest rooms not attached to or within an apartment.
- (g) All compartments or installations of central services such as power, light, telephones, gas, cold and hot water, reservoirs, tanks, pumps, air-conditioning, incinerating, air handling equipment and all other mechanical installations and appurtenances thereto and space therefore whether located in common areas or in apartments.
- (h) Except those restricted or reserved to the use of a particular unit or units, all tanks, pumps, motors, fans, compressors, air handling units and control equipment, and any system for central services.
- (i) All maids' rooms, locker rooms, laundry rooms, and storage spaces which are not in apartments.
- (j) All sewer pipes. As more fully set forth in Section (e), Part Two hereinbelow, and for the purpose of establishing responsibility for maintenance, some portions of sewer pipes are designated as limited common elements. All portions of sewer pipes which are not designated as limited common elements are general common elements.
- (k) All office and other space intended for non-residential use by the Board of Managers, or the Council of Co-owners, or agents or employees or commercial tenants of the Council of Co-Owners.

Part Two – Limited Common Elements. Limited Common Elements are defined as those common elements which are reserved for the use of a certain apartment or apartments to the exclusion of the other apartments, and include, without limitation, the following:

- (a) All terraces, patios, wood decks, porches, storage spaces, stoops, and carports, which serve individual apartments.
- (b) All utility pipes, i.e., plumbing inside walls of a building which serve one apartment or two adjoining apartments.
- (c) HVAC (heating, ventilating and cooling/air conditioning) condensing equipment which serves only one apartment.
- (d) Party walls between two adjoining apartments.
- (e) Fresh water and wastewater "connector" lines, to the extent that they carry fresh or wastewater to or from a single building but not as part of a "main" line. Accordingly, where ever such "connector" line benefits only one (1) of the units within a building, it is "limited" as to that unit; wherever such "connector" line benefits each of the two (2) units within a building, it is "limited" as to those two (2) units with applicable repair and expense responsibilities shared between those two (2) particular units. To the extent that any fresh or wastewater line is designed to carry fresh or wastewater to or from two (2) or more buildings, such portion of the line is deemed to be a general common element.
- (f) Shrubbery, plantings, and any other landscaping within enclosed patio areas.

- (g) Roofs of unit patios
- (h) Fences separating individual units, and fences serving one or more units in a single building

II. Section 12 of the Master Deed is deleted and replaced with the following text:

12. Leases.

12.1. Definition. Leasing, for the purpose of this Master Deed, is defined as a regular, exclusive occupancy of a Unit/Apartment by any person(s) other than the Owner, in the absence of the Owner, and for which the Owner receives any consideration or benefit (including, but not necessarily limited to, a fee, service, gratuity or emolument). However:

a. Lease-Purchase Agreements. A Lease-purchase agreement, lease with option to purchase, or “land contract” will not be construed as a “Lease,” provided that the dollar amount of the specified purchase provision is reasonably reflective of the fair market value of the Unit/Apartment, and not a “sham” amount utilized primarily to avoid the leasing restrictions set forth herein.

b. Family-member occupancy. Occupancy of a Unit/Apartment by an immediate lineal family member (parent, grandparent, adult child or adult grandchild) of the (non-occupant) Owner will not be construed as a “lease,” even if the Owner receives rental payments or any other consideration or benefit.

12.2. Two Year Initial Residency Requirement Before Unit/Apartment May Be Leased. Unless “grandfathered” pursuant to Section 12.3, below, or unless exempted following a foreclosure pursuant to Section 12.4, below, or unless classified as a “hardship exemption” pursuant to Section 12.5, below, no Unit/Apartment may be leased until two (2) years following the date its Owner has received record title to the Unit/Apartment and has taken occupancy as a resident thereof (or, in the event title passes by virtue of inheritance or divorce decree, two (2) years following the taking of record title and residential occupancy by the decedent or by the divested party in the event of divorce). In the event a Unit/Apartment is owned by a Trust, Corporation, Limited Liability Company, or other business entity, the Trust or business entity shall designate the resident who shall represent the Trust or business entity for the purposes of this sub-section.

12.3. Grandfathering Exceptions. Each and every Unit/Apartment shall first become subject to the Initial Residency Requirement, and to any other leasing conditions and restrictions not contained in the Master Deed prior to this Amendment, when its Owner of record, at the date of recording of this Amendment, ceases to be the owner of record of such Unit/Apartment. Prior to such transfer of title, all Units/Apartments are “grandfathered” and exempt from the Initial Residency Requirement as a condition of leasing rights, and are exempt from any leasing conditions and restrictions which were not stated or allowed under the Master Deed prior to this Amendment. All other leasing conditions and restrictions shall apply fully to grandfathered Units/Apartments as well as all other Units/Apartments.

12.4. Exemption – Foreclosed Units/Apartments. Following foreclosure of a mortgage or other encumbrance, and the taking of title by the foreclosing lienholder, any foreclosed Unit/Apartment may be freely leased for a period not to exceed six (6) months following the date of foreclosure. During the term of such permitted lease, the Initial Residency Requirement shall not apply to such Unit/Apartment; all other leasing conditions and restrictions shall fully apply.

12.5. Hardship Exceptions. Leasing which would otherwise be precluded by the Initial Residency Requirement period (See Section 12.2, above) shall nevertheless be permitted under certain conditions of “hardship,” which are limited to the following:

- a. Death of a Unit/Apartment Owner – Rental to be allowed during, and for a reasonable time following, the duration of the probate/administrative period.
- b. Loss of job or temporary job transfer – Rental to be allowed while owner is seeking to re-locate or is on temporary job assignment more than fifty (50) miles from the Unit/Apartment.
- c. Unit/Apartment Owner becomes ill or disabled and, as a result, is confined to a hospital or rehabilitation or nursing facility – rental is allowed for the duration of the confinement and for a reasonable period of time thereafter.
- d. Unit/Apartment Owner who is a reservist in the United States armed forces is called to temporary active duty, or Unit/Apartment Owner who is active-duty personnel in the United States armed forces is temporarily deployed to a post more than fifty (50) miles from the Unit/Apartment – rental is allowed for the duration of the assignment/deployment, and for a reasonable period of time thereafter.
- e. Other circumstances of significant, demonstrable hardship which would occur if a Unit/Apartment Owner were not permitted to lease his/her Unit/Apartment and which, in the reasonable discretion of the Board of Managers, justify the grant of a hardship exception from the Initial Residency Requirement.

Unit/Apartment owners seeking approval to lease under hardship conditions, in order to be relieved of the Initial Residency Requirement, must demonstrate, to the satisfaction of the Board of Managers, that an ineligibility to lease would result in undue hardship. Upon approval by the Board of Managers, such Unit/Apartment may be leased for such duration as the Board reasonably concludes is necessary to avoid the hardship (if any portion of such period would remain within the otherwise-applicable Initial Residency required period of time). No hardship exception shall be granted for an initial term exceeding one (1) year, but the term of any approved “hardship exception” lease may be renewed or extended, in the reasonable discretion of the Board of Managers, if the same or some new hardship condition continues to exist.

Applications for approval, renewal or extension of a lease as a hardship exception shall be submitted in writing to the Council or its managing agent, and shall be accompanied by such documentation as may reasonably be required by the Council. Approval shall not be unreasonably withheld, and shall be deemed granted unless explicitly denied, in writing, within thirty (30) days after submission of the proper application and supporting documentation.

12.6. Conditions on Approved Leasing. The leasing of each and every Unit/Apartment shall be subject to reasonable Rules and Regulations as promulgated by the Board of Managers, and such leasing shall also be subject to the following additional requirements:

- a. Prior to leasing any Unit/Apartment, written notice of such intent must be provided to the Council or its managing agent, on a form specified by the Council.
- b. All leases shall be in writing. A copy of the fully-executed agreement shall be delivered to the Council or its managing agent.
- c. There shall be no sub-leasing of any Unit/Apartment, and no assignment of any lease, except upon written notification to the Council or its managing agent, to include a copy of the proposed sublease or assignment agreement. Following execution, a copy of the fully-executed sublease or assignment shall be delivered to the Council or its managing agent.

d. The designated initial term of any lease may not be less than six (6) months. Notwithstanding the foregoing, however, leases with initial terms less than six (6) months are allowable under the same grandfathering and hardship exceptions as outlined in Sections 12.3 and 12.5, respectively, above.

e. No transient tenants shall be accommodated in any Unit/Apartment.

f. No Unit/Apartment shall be advertised and/or utilized as a vacation or seasonal rental, whether by direct solicitation or through any rental service or any internet agency such as Vacation Rental by Owner (“VRBO”), Airbnb, or similar. This prohibition shall immediately apply to all units/apartments, and with no grandfathering or hardship exceptions. It shall apply without regard to whether the unit/apartment owner intends, or does not intend, to continue to utilize the unit/apartment as his/her principal place of residence.

g. No Unit/Apartment shall be leased except in its entirety.

h. Simultaneous but separate/distinct leases or rental agreements with two (2) or more parties, so as to create a “boarding house” or similar arrangement are not permitted.

i. At the conclusion of the initial, or any authorized renewal or extension term of a permitted lease, the Owner may freely renew or extend such lease, with written notice, and delivery of a copy of the fully executed renewal/extension document, to the Council or its managing agent.

j. Tenants and occupants under all leases and rental agreements shall be subject to the Master Deed, the By-laws, and all applicable Rules and Regulations adopted by the Council.

12.7. Enforcement. A Unit/Apartment Owner in violation of any provision of these leasing restrictions, or of any rules, regulations, or other restrictions related to leasing, shall be entitled to written notice of such violation. Thereupon, the Owner shall be afforded ten (10) days within which to abate the violation. Thereupon, in failure of abatement, the Council may levy a reasonable fine and, if necessary, successive reasonable fines, until the violation has been cured. In lieu of, or in addition to such fine(s), the Council may avail itself of any and all remedies set forth in the Master Deed, and any and all remedies available at law or in equity, with respect to enforcement. In the event of any reasonable need for enforcement by the Council, any fines levied, any relevant expenses, and any legal costs and reasonable attorney fees sustained by the Council shall become a charge and continuing lien against the Unit/Apartment, and a personal obligation of the Unit/Apartment Owner(s), until fully paid.

#### 12.8. Administration of Leases by the Council

a. In order to insure that the Council is, at all times, in possession of all appropriate documentation of leases and Owner/Tenant information, and in order to create and maintain appropriate records related thereto, and in order to insure that restrictions, rules and regulations as to leasing are observed and enforced, and that violations are remedied, and in order to monitor and administer the access by tenants to community facilities, amenities, and events, the Council may implement, or at any time(s) re-implement, a lease administration program, conducted by the Board of Managers or by any qualified employee(s) or agent(s).

b. The reasonable cost of any such lease administration program may be assessed on a monthly, quarterly, semi-annual or annual basis, to all the Units/Apartments which are leased at any given time (but not to include those Units/Apartments which are “grandfathered” pursuant to Section 12.3, above, or exempted pursuant to Section 12.4, above, or qualify as hardship exceptions pursuant to Section 12.5, above). Assessment rates for any “lease administration program” are to be established by the Board of Managers within its reasonable discretion.

All other provisions of the Master Deed remain in full force and effect.

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**AMENDMENT**  
**TO**  
**BY-LAWS**  
**OF**  
**RIVER REST CONDOMINIUMS**

**WHEREAS** the By-laws of River Rest Condominiums, as previously amended and restated, are of record in Book 987, Page 722, Register's Office for Williamson County, Tennessee (said Condominiums being one and the same organization as in the Master Deed Establishing A Horizontal Property Regime Of River Rest (Section One), of record in Book 239, Page 172, said Register's Office), and

**WHEREAS** Article XI of the By-laws provides that the By-laws may be amended by the written consent or vote of seventy (70%) percent of all co-owners of the then-existing apartments in the Condominium, and

**WHEREAS** co- owners of more than seventy (70%) of the apartments in the Condominium have provided written consent to each of the Amendments of the By-Laws as set forth hereinbelow,

**NOW, THEREFORE**, the By-laws are amended as follows:

1. Article II, Section 1 of the By-laws is amended by adding the following sentence at the end of the current text of that section:

No person shall be eligible to serve, or continue to serve as a Manager, unless he/she occupies an Apartment in the Condominium as his/her principal place of residence. However, in the event that a Manager is elected although disqualified by non-residence, or becomes disqualified, as a result of non-residence, after being elected, no votes cast or actions taken by that person, within the Board of Managers, prior to his/her resignation or replacement, or the end of the term for which he/she was elected, will be rendered invalid.

2. Article V, Section 2, Subsection (1) of the By-laws contains, in part, the following text:

“.....such insurance policies shall contain a standard deductible clause of not less than \$100.00 or more than \$1,000.00 for each occurrence.....”

The text cited just above is deleted in its entirety, and the following text shall be inserted in place thereof:

“.....such insurance policies shall contain a standard deductible provision which the Board of Managers, in its reasonable discretion, deems to be in the best interest of the Condominium;”

3. Article V, Section 10, (c) of the By-laws is deleted in its entirety, and the following text is inserted in place thereof:

(c) All maintenance, repairs and replacements to limited common elements, as identified on the Plat of record or otherwise herein, and as described in the Master Deed and its amendments, shall be made by the Board of Managers and shall be charged to the co-owner(s) who abut such limited common element or who are served or directly affected by such limited common element, as a common expense allocable to such co-owner(s) alone, unless already paid for by such affected/benefitted owner. Notwithstanding the foregoing:

(i) the responsibility for performance of maintenance, repairs and replacements of limited common elements may be delegated, in any instance(s) to the affected/benefitted unit owner(s) in the reasonable discretion of the Board of Managers, and

(ii) The Board of Directors, in its reasonable discretion, may from time to time determine that one or more categories of limited common elements is/are to be repaired and/or replaced at the expense of the Association. In such case(s), the same is to be promulgated in any current "Maintenance Responsibility Chart," or similar, which is effectuated. Such provisions shall be effective as though fully set forth herein.

4. Article XI of the By-laws is amended by removing the words and figure "...seventy percent (70%)..." and inserting the words and figure "sixty-six (66%) percent..." in place thereof.

All other provisions of the By-laws shall remain in full force and effect.