

**FIRST AMENDMENT TO THE BLUFFS OF RIVEREDGE PHASES 1, 2, 3, 4, AND 5  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**THIS FIRST AMENDMENT TO THE BLUFFS OF RIVEREDGE PHASES 1, 2, 3, 4, AND 5 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (this “Amendment”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2023, by the undersigned owners of lots in the **BLUFFS OF RIVEREDGE**, for that certain residential development situated in Shelby County, Tennessee, more commonly known as **BLUFFS OF RIVEREDGE** (“Bluffs of Riveredge”), and **THE WALNUT GROVE FOREST HILL ASSOCIATION, INC.**, a Tennessee non-profit corporation (the “Association”).

**WITNESSETH:**

**WHEREAS**, Bluffs of Riveredge is a residential subdivision situated in Shelby County, Tennessee, and is more particularly shown and depicted on those certain plats recorded in the Register’s Office of Shelby County, Tennessee (the “Register’s Office”) in: (i) Plat Book 129, Page 44 (Phase 1) (the “Phase 1 Plat”); (ii) Plat Book 130, Page 10 (Phase 2) (the “Phase 2 Plat”); (iii) Plat Book 130, Page 11 (Phase 3) (the “Phase 3 Plat”); (iv) Plat Book 145, Page 35 (Phase 4) (the “Phase 4 Plat”); and (v) Plat Book 145, Page 36 (Phase 5) (the “Phase 5 Plat”) (the Phase 1 Plat, the Phase 2 Plat, the Phase 3 Plat, the Phase 4 Plat, and the Phase 5 Plat, collectively, being the “Plats”), with Bluffs of Riveredge being comprised of eighty-five (85) residential lots (each a “Lot”) as of the date of this Amendment; and

**WHEREAS**, the Bluffs at Riveredge is encumbered by and subject to those certain covenants, conditions and restrictions with: (i) the Lots shown and depicted on the Phase 1 Plat encumbered by The Bluffs of Riveredge Phase 1 Declaration of Covenants, Conditions and Restrictions (the “Phase 1 CCRs”), dated December 19, 1989, recorded in the Register’s Office as Instrument No. BK 2902, re-recorded as Instrument No. BP 6485; (ii) the Lots shown and depicted on the Phase 2 Plat encumbered by The Bluffs of Riveredge Phase 2 Declaration of Covenants, Conditions and Restrictions (the “Phase 2 CCRs”), dated April 18, 1990, recorded in the Register’s Office as Instrument No. BP 6486; (iii) the Lots shown and depicted on the Phase 3 Plat encumbered by The Bluffs of Riveredge Phase 3 Declaration of Covenants, Conditions and Restrictions (the “Phase 3 CCRs”), dated April 18, 1990, recorded in the Register’s Office as Instrument No. BP 6487; (iv) the Lots shown and depicted on the Phase 4 Plat encumbered by The Bluffs of Riveredge Phase 4 Declaration of Covenants, Conditions and Restrictions (the “Phase 4 CCRs”), dated August 25, 1995, recorded in the Register’s Office as Instrument No. FG 8616; and (v) the Lots shown and depicted on the Phase 5 Plat encumbered by The Bluffs of Riveredge Phase 5 Declaration of Covenants, Conditions and Restrictions (the “Phase 5 CCRs”), dated August 25, 1991, recorded in the Register’s Office as Instrument No. FG 8617 (the Phase 1 CCRs, the Phase 2 CCRs, the Phase 3 CCRs, the Phase 4 CCRs, and the Phase 5 CCRs, collectively, being the “CCRs”); and

**WHEREAS**, Section E(7) of the CCRs expressly provides that the Association is an intended beneficiary of the CCRs; and

**WHEREAS**, the Association was formed on June 23, 1987, with the filing of its Charter with the Tennessee Secretary of State as Control No. 000190584, a copy of which is recorded in the Register’s Office as Instrument No. Z8 2593; and

**WHEREAS**, the CCRs provide in Section A that they, collectively and individually, may be amended at any time by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners within all Phases of the Bluffs of Riveredge (being at least 64 Lot Owners in the Bluffs of Riveredge); and

**WHEREAS**, as of the recordation of this Amendment, restrictions on long-term leasing in CCRs shall be governed by the provisions of Tenn. Code § 66-27-701, *et seq.* (the “Act”); and

**WHEREAS**, the terms and provisions of this Amendment comply with the Act

**WHEREAS**, the Association joins in this Amendment to evidence its consent to the provisions applicable to it; and

**WHEREAS**, a meeting of the Lot Owners of the Bluffs of Riveredge has been held, or this Amendment has been approved by such Lot Owners in accordance with the terms and provisions of Tenn. Code § 48-57-108 without a meeting, and this Amendment was properly approved by Lot Owners holding not less than seventy-five percent (75%) (being at least 64 Lot Owners) of the total Lot Owners in the Bluffs of Riveredge with their signatures evidenced by those certain attachments attached hereto and made a part hereof, collectively, as **EXHIBIT “A”**, as acknowledged and confirmed by the signatures of the President and Secretary of the Association below.

**NOW, THEREFORE**, the CCRs are hereby amended as follows:

1. **RECITALS:** The foregoing recitals are true and accurate.
2. **CAPITALIZED TERMS:** All capitalized terms not otherwise defined in this Amendment shall have the same meanings provided for in the CCRs.
3. **PROHIBITION AGAINST LEASING:** The CCRs are hereby amended to add the following Section 22:

**SECTION 22**  
**PROHIBITION AGAINST LEASING**

(i) Notwithstanding anything to the contrary herein stated, any person (including any individual or business entity permitted by Tennessee law to hold title to real estate) who becomes an Owner of a Lot at Bluffs of Riveredge after the date of recordation of this Amendment is prohibited from leasing, or entering into a lease-purchase or similar contract for, that Lot or any portion thereof. It shall be a violation of this Section subject to written waiver by the Board of Directors of the Association, in their sole and absolute discretion, if an Owner, or if more than one Owner, at least one of the Owners (including an Owner who may own less than 100% of the ownership interest in any Lot) shall not occupy the Lot on a permanent basis. It shall also be a violation of this Section, subject to written waiver of the Board of Directors in their sole and absolute discretion, if any person lives on any Lot without paying any rental or lease payment unless an Owner also occupies such Lot. For purposes of the preceding sentence, it shall not be a violation of this Section if, while an Owner is temporarily absent from the Lot, a person who is not an Owner of that Lot temporarily resides on such Lot. A person who “temporarily resides” on the Lot without violating this Section is meant to include persons commonly known as house sitters or other persons who stay in the Lot while the Owner is absent for the purpose of providing security, or caring for pets, or the like which belong to the Owner, and remain in the Lot while the Owner is absent. Such “Temporary Residence” by a person not an Owner shall not exceed a total of six weeks in any one calendar year.

(ii) Notwithstanding the foregoing, in the event that an Owner, due to medical or health reasons, or for any other good cause, desires to lease a Lot or any part thereof, or if an Owner wishes to extend

any period of Temporary Residence as described in the preceding paragraph for a period longer than six weeks, then such Owner shall make application to the Board of Directors of the Association which may, by a majority vote, grant to such Owner an exception to the prohibition against leasing set forth in this Section upon such conditions and under such circumstances as the Board of Directors of the Association, in its sole and absolute discretion, may deem proper or necessary. The Board shall provide written approval or disapproval to any Owner who makes application for an exception to the prohibition against leasing under this Section.

(iii) It is the express intent of this Section that the prohibition against leasing shall apply only to persons who obtain title to their Lot subsequent to the date of recordation of this Amendment. Lot Owners who acquired title to their Lot prior to the date of recordation of this Amendment or who are otherwise exempted from the prohibitions of this Amendment shall be permitted to lease such Lot acquired prior to the date of recordation of this Amendment except as expressly provided in Section 22(vi) below.

(iv) Further, the prohibition contained herein shall not apply to institutional holders of a mortgage or deed of trust who obtain title to a Lot pursuant to foreclosure of such mortgage or deed of trust, as a result of a judicial sale, or any proceeding in lieu of foreclosure (the provisions of this prohibition against leasing shall apply to the holders of a mortgage or deed of trust, involved in seller financing or a similar transaction, who obtain title to a Lot pursuant to foreclosure of such mortgage or deed of trust, as a result of a judicial sale, or any proceeding in lieu of foreclosure). The prohibition against leasing herein contained shall also not apply to: a) individual persons who acquire title to a Lot by devise, inheritance, or operation of law from an Owner who is an Owner on the date of recordation of this Amendment in the Register's Office of Shelby County, Tennessee; b) to any person who is an Owner on the date of recordation of this Amendment and who conveys their Lot to a living trust the beneficiaries of which are the Owners or their spouse, child, parent or sibling; or c) to any spouse, child, parent, or sibling of an Owner who acquires title by *inter vivos* conveyance from an Owner who is an Owner on the date of recordation of this Amendment. In the event of any inconsistencies or contradictory language between this Section and any other provisions of the Protective Sections, then the provisions of this Section shall control.

(v) If a Lot is owned by a limited liability entity (the "Limited Liability Entity") including, but not limited to, a corporation, whether for profit or not for profit, a limited liability company, limited liability partnership, professional corporation or professional limited liability company, it shall be a violation of this Section, subject to written waiver by the Board of Directors of the Association, if the Lot is not occupied on a permanent basis by one of the following: an officer, director, shareholder, member or partner of such Limited Liability Entity.

(vi) The foregoing notwithstanding, all Lot Owners, including those who took title prior to the recordation of this Amendment, are prohibited from leasing all or any portion of their Lot for any period of less than thirty (30) days (the "Temporary Leasing Prohibition"). It is the intent of this paragraph to prohibit transient or short term rentals under arrangements such as a home exchange or time share, and also under such programs commonly known as "vacation rental by owner" (VRBO), Airbnb, and the like. Notwithstanding the provisions of this Section 22(vi), any Lot Owner may apply for a waiver under Section 22(ii) to the Temporary Leasing Prohibition of this Section 22(vi).

(vii) In the event of any violation of this Article by an Owner, the Association shall be entitled to any remedy available at law or in equity from such Owner including, but not limited to, damages and injunctive relief together with any attorney's fees (including appellate attorneys' fees) incurred by the Association and all costs and expenses of whatever type, kind, or nature expended by the Association to enforce any of the provisions of this Article, whether such enforcement is by way of non-judicial or judicial action. Further, in the event the Association is required to defend any actions taken by it or initiated against the Association, to interpret, enforce, or otherwise address, the terms and provisions of this Article, the Association shall be entitled to recover the costs of the proceeding and its attorneys' fees (including appellate attorneys' fees).

4. **FULL FORCE AND EFFECT:** Except as modified herein, all other terms and provisions of the CCRs shall remain in full force and effect as if this Amendment had been incorporated in the CCRs as originally executed.

5. **CONFLICT:** In the event of any conflict between the terms and provisions of this Amendment and the CCRs, the terms and provisions of this Amendment shall control.

6. **CERTIFICATION OF MAILING:** By executing this Amendment, the President and Secretary of the Association acknowledge and certify that, in accordance with the Bylaws of the Association, all members of the Association were mailed notice of this Amendment prior to any vote being held on this Amendment in accordance with the Act.

**IN WITNESS WHEREOF,** a meeting of the Lot Owners of the Bluffs of Riveredge has been held, or this Amendment has been approved by such Lot Owner in accordance with the terms and provisions of Tenn. Code § 48-57-108 without a meeting, and this Amendment was properly approved by Lot Owners holding not less than seventy-five percent (75%) (being at least 64 Lot Owners) of the total Lot Owners in the Bluffs of Riveredge with their signatures evidenced by those certain attachments attached hereto and made a part hereof, collectively, as **EXHIBIT "A"**, as acknowledged and confirmed by the signatures of the President and Secretary of the Association below.

[THE FOLLOWINGS PAGE ARE THE SIGNATURE PAGES]

**THE ASSOCIATION:**

THE WALNUT GROVE FOREST HILL  
ASSOCIATION, INC.,  
a Tennessee non-profit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: President

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, the undersigned, of the state and county mentioned, personally appeared \_\_\_\_\_, President of THE WALNUT GROVE FOREST HILL ASSOCIATION, INC., a Tennessee non-profit corporation, 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 President of THE WALNUT GROVE FOREST HILL ASSOCIATION, INC., a Tennessee non-profit corporation, the within named bargainer, a corporation, and that she/he as such President, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as its President.

WITNESS MY HAND AND OFFICIAL SEAL at office, this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Secretary

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, the undersigned, of the state and county mentioned, personally appeared \_\_\_\_\_, Secretary of THE WALNUT GROVE FOREST HILL ASSOCIATION, INC., a Tennessee non-profit corporation, 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 THE WALNUT GROVE FOREST HILL ASSOCIATION, INC., a Tennessee non-profit corporation, the within named bargainer, a corporation, and that she/he as such Secretary, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as its Secretary.

WITNESS MY HAND AND OFFICIAL SEAL at office, this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**  
**EVIDENCE OF APPROVAL BY LOT OWNERS**