

**FIRST AMENDMENT TO RESTRICTIVE COVENANTS FOR THE MEADOWS OF  
RIVEREDGE SUBDIVISION PHASE ONE**

**THIS FIRST AMENDMENT TO RESTRICTIVE COVENANTS FOR THE MEADOWS OF RIVEREDGE SUBDIVISION PHASE ONE** (this "Amendment") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2023, by the undersigned owners of lots in the **MEADOWS OF RIVEREDGE**, for that certain residential development situated in Shelby County, Tennessee, more commonly known as **MEADOWS OF RIVEREDGE** ("Meadows of Riveredge"), and **THE WALNUT GROVE FOREST HILL ASSOCIATION, INC.**, a Tennessee non-profit corporation (the "Association").

**WITNESSETH:**

**WHEREAS**, Meadows of Riveredge is a residential subdivision situated in Shelby County, Tennessee, and is more particularly shown and depicted on that certain plat recorded in the Register's Office of Shelby County, Tennessee (the "Register's Office") in Plat Book 168, Page 79, re-recorded in Plat Book 172, Page 71 and Plat Book 200, Page 59 (the "Plat"), with Meadows of Riveredge being comprised of thirty-eight (38) residential lots (each a "Lot") as of the date of this Amendment; and

**WHEREAS**, the Meadows of Riveredge is encumbered by and subject to those certain Restrictive Covenants for the Meadows of Riveredge Subdivision Phase One, dated April 2, 1998, recorded in the Register's Office as Instrument No. HG 6696, as amended by Instrument No. HU 2285 (as amended, the "CCRs"); and

**WHEREAS**, the Meadows of Riveredge is also encumbered by that certain Common Area Maintenance Agreement for the Meadows of Riveredge Subdivision Phase One (the "Common Area Agreement"), dated April 1, 1998, recorded in the Register's Office as Instrument No. HG 4895; and

**WHEREAS**, Section 14 of the CCRs provides that all Lot Owners are Members of the Association; 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 Miscellaneous Section 1 that they may be amended at any time by an instrument signed by not less than seventy-five percent (75%) of the Lot Owner within Meadows of Riveredge (being at least 29 Lot Owners in the Meadows of Riveredge); and

**WHEREAS**, the Common Area Agreement provided in Article III, Section 5 that no Lot Owner in the Meadows of Riveredge is permitted to vote on any matter if they are more than thirty (30) days delinquent in the payment of any assessment owed to the Association, meaning that the vote of any such delinquent Lot Owner has not been counted in the approval of this Amendment; 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 Meadows 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 29 Lot Owners) of the total Lot Owners in the Meadows 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 A:

**SECTION A**  
**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 Meadows 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 A(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 A(vi), any Lot Owner may apply for a waiver under Section A(ii) to the Temporary Leasing Prohibition of this Section A(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 Meadows 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 29 Lot Owners) of the total Lot Owners in the Meadows 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]

**BALLOT – MEADOWS OF RIVEREDGE**

Due by 5:00 P.M. on Friday, November 24, 2023

The undersigned being the Lot Owner(s) of \_\_\_\_\_ (please insert your Lot Number or street address) hereby votes as follows with regard to the proposed First Amendment to the Restrictive Covenants for the Meadows of Riveredge Subdivision Phase One (the "Amendment"):

**PLEASE NOTE: A VOTE "YES" BELOW IS A VOTE IN FAVOR OF THE AMENDMENT. A VOTE EITHER "NO" OR "ABSTAIN" BELOW IS A VOTE AGAINST THE AMENDMENT.**

1. The proposed amendment of those certain Restrictive Covenants for the Meadows of Riveredge Subdivision Phase One, dated April 2, 1998, recorded in the Register's Office as Instrument No. HG 6696, as amended by Instrument No. HU 2285 (as amended, the "CCRs"), to add a new Section A which includes a leasing prohibition that prohibits all short-term, transitory leasing and prohibits long-term leasing by future owners (while grandfathering existing owners) who take title after the recordation of the Amendment (Paragraph 3 of the Amendment):

\_\_\_\_\_  
Yes

\_\_\_\_\_  
No

\_\_\_\_\_  
Abstain

2. The amendment, restatement, and replacement of the By-Laws of the Walnut Grove Forest Association, Inc., with the Amended and Restated By-Laws of the Walnut Grove Forest Hill Association, Inc. (the "Amended and Restated Bylaws"):

\_\_\_\_\_  
Yes

\_\_\_\_\_  
No

\_\_\_\_\_  
Abstain

The undersigned, by execution of this Ballot, hereby: (i) acknowledges that they have read the proposed Amendment and the Amended and Restated Bylaws; (ii) approves the acceptance and ratification of the Amendment and the Amended and Restated Bylaws by written Ballot; (iii) approves voting on the Amendment and the Amended and Restated Bylaws by written Ballot without an annual or special meeting of the members of the Meadows of Riveredge pursuant to Tenn. Code § 48-57-108; (iv) agrees that in the event the Amendment referenced above receives the approval of Lot Owners owning at least seventy-five percent (75%) of the total votes in the Meadows of Riveredge (being at least 29 Lot Owners), as evidenced by their signatures; and (v) agrees that in the event the Amended and Restated Bylaws referenced above receives the approval of seventy-five percent (75%) of the members of the Association (being at least 387 Members), and if I(we) voted in favor of the Amendment, then my(our) signature below shall satisfy the requirements of the CCRs and/or the Bylaws regarding amendment.

**NOTICE:** Pursuant to Tenn. Code § 48-57-108(c) each Lot Owner is hereby notified that: (i) the Association must receive responses from at least ten percent (10%) of the votes entitled to be cast by Members of the Association (being at least 52 Lot Owners), pursuant to the Bylaws, for a quorum on this matter to be achieved; (ii) for the Amendment to be approved Lot Owners holding at least seventy-five percent (75%) of the total votes in the Meadows of Riveredge (being at least 29 Lot Owners) must approve the Amendment, as evidenced by their signatures; (iii) for the Amended and Restated Bylaws to be approved at least seventy-five percent of the Members of the Association (being at least 387 Members) must approve the Amended and Restated Bylaws; and (iv) all ballots must be returned to the Association no later than **5:00 PM, on Friday, November 24, 2023.**

Please sign below. If more than one Lot Owner, then all Lot Owners should sign.

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**A BALLOT MAY NOT BE REVOKED**