

THIS INSTRUMENT IS BEING RE-RECORDED TO CLARIFY THE LANGUAGE IN PARAGRAPHS A, B AND E(7) AND TO REFLECT A CHANGE IN THE NAME OF THE DECLARANT PURSUANT TO THE TRANSFER OF OWNERSHIP OF LOTS FROM BOYLE INVESTMENT COMPANY TO BOYLE TRUST AND INVESTMENT COMPANY, TRUSTEE.

BK 2902

BP 6485

**THE BLUFFS OF RIVEREDGE****PHASE 1****DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

A. This Declaration shall apply to all lots of The Bluffs of Riveredge, Phase 1, a residential subdivision, located in Shelby County, Tennessee, and shown on plats of record in the Office of the Register of Shelby County, Tennessee, in Plat Book 129, Page 44. This Declaration is established by BOYLE TRUST AND INVESTMENT COMPANY, TRUSTEE, hereinafter referred to as "Declarant". This Declaration shall be binding upon all future owners of said lots, and is to be construed as Covenants running with the land, and it will be conclusively presumed that any purchaser of any of said lots has assumed the affirmative obligations of these Covenants, which shall be binding upon all parties and all persons owning any of said lots, or claiming under them. The Covenants and Restrictions shall inure to the benefit of and be enforceable by the owner of any lot in the subdivision, and Declarant. These Covenants, with the exception of Paragraph E. 21., may be amended at any time by an instrument signed by the Declarant or by not less than seventy-five (75%) percent of the owners of lots within all Phases of The Bluffs of Riveredge.

Any amendment must be properly recorded to be effective. During the first five (5) years from the date of the recording of this Declaration, any amendment must also be approved by the Declarant.

\*\*\*\*SEE PAGE 8 FOR CONTINUATION OF THIS PARAGRAPH A.

B. Equitable and Legal Recourse. Declarant, the Bluffs of Riveredge Committee (hereinafter referred to as the "Committee" and constituted as hereinafter set out) or any lot owner within any Phase of The Bluffs of Riveredge shall have the right to specific performance, enforcement and/or damages by any proceeding at law or in equity, in accordance with the terms of Paragraph E. 18., of all conditions, restrictions, covenants, reservations, and easements herein or hereinafter contained. Failure by aforementioned party(ies) to enforce any of such proceedings shall in no event be deemed a waiver of the right to do so thereafter.

C. Invalidation of any of these Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

D. "Owner" as the term is used in this instrument means the party in possession of a lot as equitable or beneficial owner thereof. "Committee" as the term is used in this instrument means The Bluffs of Riveredge Committee, a committee composed as set forth hereinafter and for the purpose of ensuring compliance with the Covenants set forth in this Declaration and empowered with the right, but not the obligation, to maintain all entrance features, streetscapes and other amenities which affect or enhance any or all Phases or Sections of The Bluffs of Riveredge through assessments of all lot owners as set forth more fully hereinafter. The Committee may appoint an Architectural Control Committee and other such committees as it deems necessary to perform its responsibilities hereunder.

E. Said Covenants are as follows:

1. None of said lots shall be used for other than detached single family residence purposes, and all improvements erected on any lot shall conform with the restrictions contained herein, as well as with all other applicable requirements

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promulgated by any public authority having jurisdiction over the subdivision.

2. No house, trailer, tent, shack, barn, temporary building, satellite dish, outbuilding, guest house or structure of any kind shall be erected on any of said lots without approval in writing from the Committee.

3. No lot shall be subdivided except that the Committee may allow a lot(s) or a portion of a lot to be combined with an adjoining lot to create one single family residence thereon.

4. Building setback lines shall be no less than sixty (60) feet from the back of curb at Riveredge Drive, Bluffside Point, Bluff Ridge Cove, and Wolf View Cove, no less than seventy-five (75) feet from the back of curb at Forest Hill Irene Road, and not less than ten (10) feet from the lot sidelines. Under special circumstances setbacks may be reduced to a lesser amount if authorized by the Committee, its successors and assigns, in writing prior to commencement of construction, but in no case shall any building setbacks be less than those specified by the Memphis and Shelby County Zoning Regulations. The Committee reserves unto itself, its successors and assigns, the right to control absolutely the precise site and location of any house or other structure upon all lots in the subdivision. Such location shall be determined only after reasonable opportunity has been afforded the lot owner to recommend a specific site.

5. Each residence constructed on a lot shall contain not less than 4,000 square feet of enclosed and heated floor area exclusive of garage. The Architectural Control Committee may reduce the square footage requirement of specific homes by twenty percent (20%); however, such approval must be in writing and signed by a member of the Committee and a member of the Architectural Control Committee prior to start of construction.

6. For the purpose of insuring the development of said lots as an area of high standards, and to assure reasonable compatibility of architectural designs, the Committee shall have the power to control all improvements, as well as to make such exceptions to these Covenants, and to waive particular violations, as the Committee shall deem necessary, appropriate or proper.

7. The Committee shall consist originally of David Gribble and J. A. Hayden, III, or in the event of death or resignation of either, a successor named by the other. After a date to be determined by said Committee, said Committee will consist of at least three persons, each of whom owns (individually or jointly with his or her spouse) at least one lot<sup>\*\*\*</sup>, and will be designated by the members of the original Committee in a written instrument which may be recorded in said Register's Office. Such successor Committee shall have all the powers, rights and functions of the original Committee and its members may designate successors. If at any time said Committee is not in existence, the owners of not less than a two-thirds majority of said lots may designate the members of the Committee, in writing, which instrument may be recorded in the office of said Register. Any member of the Committee (other than members of the original Committee) may be removed at any time, and his or their successors designated by an instrument executed by the owners of not less than a two-thirds majority of said lots and recorded in said Register's Office. Decisions by the Committee shall be by majority, but in either case any instruments required to be signed on behalf of the Committee need be signed by only one member, and it shall be presumed that a single signature shows joint action by all members. The Committee shall make its own rules.

On or before January 1, 1991, each owner shall pay an annual assessment of \$100.00 Dollars per lot, per annum to cover all expenses incurred by the Committee for that year. The annual

\*\*\*within one of the Phases of The Bluffs of Riveredge

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assessment shall thereafter be payable on or before the first day of January of every consecutive year.

The annual assessment shall have an annual percentage adjustment fixed by the Consumer Price Index and shall be adjusted accordingly on an annual basis unless said adjustment is waived by the Committee.

The Committee shall divide the assessments it receives as follows: Fifty Dollars (or, if different, the adjusted amount) of the annual assessments for each lot shall be paid on or before the fifteenth day of February of every year, by the Committee to the Walnut Grove Forest Hill Association, Inc., as the Committee's assignee, to preserve and maintain the entrance features, streetscapes and other amenities along Walnut Grove Road and Forest Hill-Irene Road, as shown on the attached "Exhibit B," and the remainder shall be used by the Committee to preserve and maintain all other entrance features, streetscapes and other amenities, other than those shown on "Exhibit B," which affect or enhance any or all Phases or Sections of The Bluffs of Riveredge. The Committee may appoint or assign another entity to manage and maintain the amenities for which it collects annual assessments, but the Committee shall be the sole entity to which Owners shall pay their annual assessments.

Nevertheless, Declarant hereby states that The Walnut Grove Forest Hill Association, Inc. is an intended beneficiary of this Declaration and is empowered, concurrently with The Committee, with the right to declare a lien upon the lot of any Owner which fails to pay the annual assessment, but only to the extent of the amount of the annual assessment which the Committee is obligated to pay over to The Walnut Grove Forest Hill Association, Inc.

8. Easements for Utilities and Related Purposes. The Committee is authorized and empowered to grant on, upon, and across any lot (and shall from time to time grant) such licenses, easements and/or rights-of-way for sewer lines, water lines, electrical cables, internal and external wiring and antennae, gas lines, storm drains, underground conduits, and/or such other purposes related to the provision of public utilities and other common services to and within Phase 1 of The Bluffs of Riveredge as may be considered necessary, appropriate, or desirable by the Committee for the orderly maintenance, preservation, and enjoyment of the subdivision or for the preservation of the health, safety, convenience, and/or welfare of the Owners of the Lots and the Declarant. By acceptance of title or taking possession of a lot within the property described herein, each Owner thereby grants the Committee a Limited Power of Attorney to execute any and all documents necessary to convey the proper easement rights across any of the lots within Phase 1 of The Bluffs of Riveredge.

9. Damaged or Destroyed Dwelling. The right is given to the Committee to require the owner of a damaged or destroyed dwelling upon any Lot to make repairs or replacements in order to restore the dwelling to its condition prior to the damage or destruction, including the right to require that insurance proceeds paid to the Owner because of said damage or destruction be applied to the repair or replacement.

10. Control of Improvements. Whether or not specifically stated in any conveyance of a lot, the owner or occupant of each and every lot, by acceptance of title or by taking possession, covenants and agrees that no improvement or change, including, but not limited to, the construction, alteration or erection of any structure, terrain change, fence, driveway, walkway, landscape screening, mailbox, outdoor lighting fixture, any sanitary and/or storm sewer system, underground wiring, swimming pool, pool deck, or the removal of any existing tree or trees which are six inches

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(two inches for cedars) in caliper or larger when measured at a point two feet above the ground, shall be commenced, erected, placed or permitted on any lot until the plans, specifications and specific location (including elevation) of said improvement or change has been approved in writing, or the requirement for such approval has been waived in writing by the Architectural Control Committee. In the event the Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Section will be deemed to have been fully complied with. The Architectural Control Committee reserves the right to require submission of designs, material selections and layouts of proposed improvements or changes at different stages of the design process, and further reserves the right to specify the information required therein as well as the format thereof. Such plans and specifications shall be in such form and shall contain such information as may be required by the Architectural Control Committee, but, in any event, shall include (i) a site plan of the lot showing the nature, color scheme, kind, shape, height, materials and location with respect to said lot section (including proposed front, rear and side setbacks) of all structures, fences, or barriers, and location of all parking spaces and driveways on the lot and (ii) grading and landscaping plans for the particular lot.

All brick used in the construction of a home, fence and/or retaining wall (including planters), must be a wood moulded brick or a hand made brick unless otherwise approved in writing by the Architectural Control Committee. All windows of all buildings erected on a Lot shall be painted, wood frame windows or wood frame aluminum clad or wood frame vinyl clad windows of a color which is in harmony with the exterior of such building. All roofs of all buildings erected on a Lot shall be comprised of a "dimensional" shingle material, or tile which has a "dimensional" character. The Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval payable at the time such plans and specifications are so submitted. The amount of such fee shall not exceed the cost of making such examination, including the cost of any architect's or engineer's fees incurred in connection therewith.

Unless approved in writing by the Architectural Control Committee, carports will not be allowed, garages shall not open to any street and no fences shall be permitted in the setback area from the street(s).

A lot owner's Architect shall make a minimum of four inspections and after each inspection he shall certify to the Architectural Control Committee that the house is being constructed in substantial conformance with the plans and specifications drawn and approved by the Architectural Control Committee prior to construction. Required inspections shall be: 1) framing, 2) brick, 3) final, 4) final of landscaping.

If any improvement or change requiring approval shall be undertaken on a lot, and said approval has not been obtained from the Architectural Control Committee, or if any improvement or change which is not in conformance with approved plans and specifications shall be undertaken on a lot, said improvement or change shall be deemed to have been undertaken in violation of these Covenants, and upon written notice from the Committee, its representative, or the Architectural Control Committee, any such improvement or change deemed to be in violation shall be removed or altered so as to extinguish such violation. If, thirty (30) days after the notice of such violation, the owner or owners of the lot in question shall not have taken reasonable steps toward the removal or alteration of same, the Committee, its representative, or the Architectural Control Committee, shall have the right, through its agent, to enter said lot and to take such steps as may be necessary to extinguish such violation, and the

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costs thereof shall be a binding obligation of the owner as well as a lien on the lot in question upon the recording of such with the office of the Register of Shelby County, Tennessee. Any lien so recorded shall be subordinate to the lien of any existing Deed of Trust. In addition to the costs as set forth herein, the Owner shall be responsible for all court costs, reasonable attorneys' fees and interest from the date of any expenditure at the maximum legal rate of interest. Any agent of the Committee or the Architectural Control Committee may, at reasonable times, enter upon and inspect any lot and any improvements thereon for the purposes of ascertaining whether the maintenance of such lot, and the maintenance, construction or alteration of structures thereon, are in compliance with the provisions of these restrictions, and no such persons shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Upon completion of any improvement or change on a lot undertaken and completed in accordance with plans and specifications approved by the Architectural Control Committee, and upon written request of the owner of such lot, a Certificate of Compliance shall be issued in a form suitable for recordation. Preparation and recording of such Certificate shall be at the expense of the owner or owners of such lot. Any Certificate of Compliance issued in accordance with the provisions of this paragraph shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer such Certificate shall be conclusive evidence that all improvements and changes described therein comply with all requirements of the Committee or of this Article.

Neither the Declarant, the Committee, nor the Architectural Control Committee, nor any architect or agent thereof, shall be responsible in any way for any defects in any plans or specifications submitted, revised, or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

11. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for the Declarant to maintain, during the period of the sale of said lots, upon such portion of the premises as the Declarant deems necessary, such facilities, as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the sale of said lots, including, but without limitation, storage area, construction yard, signs and sales office.

12. **Maintenance.** Each owner shall be responsible for the maintenance and painting of all improvements to the land within his lot. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon the premises, and no refuse pile, unused motor vehicles or unsightly objects shall be allowed to be placed or to remain anywhere on the premises. In the event that any owner or occupant of any lot in the subdivision shall fail or refuse to keep the premises free from weeds, underbrush, refuse piles, unused motor vehicles or other unsightly growths or objects, then an agent of the Committee may enter upon the lands and remove the same at the expense of the owner and such entry shall not be deemed a trespass. In the event of such a removal, the owner of the lot shall pay the expenses thereof.

In the event the owner of any lot shall fail to maintain the premises and the improvements situated thereon in a manner reasonably satisfactory to the Architectural Control Committee or the Committee, and in keeping with the other lots, the Architectural Control Committee or the Committee shall have the right, through its agent and employees, to enter upon said parcel and to repair, maintain and restore the lot and building improvements and any other improvements erected thereon. The cost

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of said maintenance shall be a binding obligation of the owner as well as a lien on the lot in question upon recording of such notice with the Office of the Register of Shelby County, Tennessee. Any lien so recorded shall at all times be subordinated to the lien of any existing Deed of Trust. In addition to the costs as set forth herein, the owner shall be responsible for all court costs, reasonable attorneys' fees and interest from the date of any expenditure at the maximum legal rate of interest.

13. No truck, van, boat, or commercial type vehicle shall be stored or parked on any lot, unless in a closed garage, nor parked on the streets serving the subdivision, unless engaged in transporting to or from a residence in the subdivision, or unless otherwise concealed from view in a manner satisfactory to the Committee.

14. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said lots, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. In all instances, household pets shall be restrained within fenced areas or under leash.

15. No signs or other advertising, except standard real estate "for sale" signs not more than 16 square feet in area per parcel, shall be displayed on any lot unless the size, form and number of same are first approved in writing by the Architectural Control Committee.

16. No obnoxious or offensive trade or activity shall be carried on upon any lot in this subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance to the subdivision.

17. No business activity of any kind whatever shall be conducted in any building or in any portion of said property; provided, however, the foregoing Covenants shall not apply to the business activities, signs or the construction and maintenance of buildings, if any, of the Declarant, its agents and assigns, during the development and sales period of lots in the subdivision.

18. All proper charges of the Committee, including but not necessarily limited to, the expenses specifically mentioned hereinabove, shall be due and payable within thirty (30) days after the owners are billed therefor, and shall bear interest at the rate fixed by the Committee, but not more than the maximum lawful rate, after the due date. Such charges may be billed in advance in order to provide necessary operating funds for the Committee. Expenses, in addition to those specifically mentioned hereinabove, may also include other items which in the opinion of the Committee are reasonably necessary, such as professional fees (architectural, legal, engineering), insurance, printing, postage, and the like. The charges attributable to each lot shall be a personal obligation of the owner and shall also be secured by a lien upon such lot at the time they become payable pursuant to notice given to the owner by the Committee by billing or otherwise (whether or not such notice is received by the owner), and such lien shall also cover interest and any necessary collection expenses, including attorney fees; provided, however, that such lien shall be subordinate to real estate taxes and to any Deed of Trust or mortgage to secure a bona fide indebtedness recorded prior to the giving of such notice, or within ten (10) days after receipt of a written acknowledgment from the Committee that no charges are outstanding against such lot. If any lot owner or former lot owner fails to pay his proportionate part of expenses incurred by the Committee or fails to abide by any other covenants, conditions or restrictions hereunder, an action may be maintained at law or equity in any court of competent jurisdiction

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by the Committee or by any owner of any of said lots to seek an immediate, mandatory injunction to mandate compliance with the Covenants and a prohibitory injunction enjoining use or occupancy of the property until such time as the violation of said Covenants is corrected and to recover damages including plaintiff's reasonable attorney's fees for failure to pay such expenses or for violation of any of these Covenants.

19. The Declarant and all members of the Committee and the Architectural Control Committee are hereby expressly relieved of any liability to any lot owner, and to any other party to the extent permitted by law, for any act of omission or commission in connection with performance of their functions as Declarant or such member, except for willful misconduct or acts of bad faith.

20. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as an Owner on the records on the Committee at the time of such mailing.

21. Notwithstanding anything herein contained to the contrary, the Declarant reserves the right for a period of five (5) years from the date hereof to unilaterally amend this Declaration to the requirements of any governmental agency, federal, state or local, for the requirements of any mortgage lender, or to insure the orderly development of the subdivision.

IN WITNESS WHEREOF the Declarant has caused this instrument to be signed in its name by its authorized officer, this the 19th day of DECEMBER, 1989.

BOYLE INVESTMENT COMPANY

By: J. A. Hayden III v.p.

STATE OF TENNESSEE)  
COUNTY OF SHELBY )

On this 19th day of December, 1989, before me personally appeared J. A. Hayden III, with whom I am personally acquainted and who, upon oath, acknowledge him self to be the Vice President of Boyle Investment Company, the within named corporation, and that such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by him self as such Vice President.

WITNESS my hand and Notarial Seal at office the day and year above written.

M. A. McEllen  
Notary Public

My Commission expires: 1/26/93

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BOYLE TRUST AND INVESTMENT COMPANY, TRUSTEE

BY: Joy Taylor PresidentSTATE OF TENNESSEE)  
COUNTY OF SHELBY )

On this 18th day of April, 1990, before me personally appeared J. Roy Taylor, with whom I am personally acquainted and who, upon oath, acknowledged him self to be the PRESIDENT of BOYLE TRUST AND INVESTMENT COMPANY, TRUSTEE, the within named corporation, and that as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as such President.

WITNESS my hand and Notarial Seal at office the day and year above written.

Jandra Sue Delaney  
Notary Public

My Commission expires:  
1st January 1991

\*\*\*\*CONTINUATION OF PARAGRAPH A.

Declarant hereby reserves the right to modify and consolidate this Declaration with that of the Declaration of Covenants, Conditions and Restrictions for all other phases of The Bluffs of Riveredge, upon final completion of the residential subdivision known as The Bluffs of Riveredge. Notwithstanding the above, it is the intent of Declarant that Declarations, while enforceable by owners of lots within any present phase or property which shall become a phase upon final completion of the residential subdivision known as The Bluffs of Riveredge, shall apply only to those lots in The Bluffs of Riveredge, Phase I, as recorded in Plat Book 129, Page 44, in the Register's Office of Shelby County, Tennessee.







# Shelby County Tennessee

## *Willie F. Brooks Jr*

Shelby County Register

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As evidenced by the instrument number shown below, this document  
has been recorded as a permanent record in the archives of the  
Office of the Shelby County Register.



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165 PGS	
YASMINE 2656276 - 24001146	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	825.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	827.00

WILLIE F. BROOKS JR  
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

THIS INSTRUMENT PREPARED BY AND RETURN TO:  
M. Wayne Mink, Jr.,  
DINKELSPIEL, RASMUSSEN & MINK, PLLC  
1669 Kirby Parkway, Suite 106  
Memphis, TN 38120  
DRM File No.: 231285.0000

**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 7<sup>th</sup> day of December, 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 FOLLOWING PAGE IS THE SIGNATURE PAGE]

**THE ASSOCIATION:**

THE WALNUT GROVE FOREST HILL  
ASSOCIATION, INC.,

a Tennessee non-profit corporation

By: 

Name: Michael Hooker

Title: President

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, the undersigned, of the state and county mentioned, personally appeared Michael Hooker, 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 to be the President of THE WALNUT GROVE FOREST HILL ASSOCIATION, INC., a Tennessee non-profit corporation, the within named bargainor, a corporation, and that 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 7<sup>th</sup> day of November, 2023.



  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

By: 

Name: Darryl Woodson

Title: Secretary

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, the undersigned, of the state and county mentioned, personally appeared Darryl Woodson, 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 to be the Secretary of THE WALNUT GROVE FOREST HILL ASSOCIATION, INC., a Tennessee non-profit corporation, the within named bargainor, a corporation, and that 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 28<sup>th</sup> day of November, 2023.



  
NOTARY PUBLIC

My Commission Expires: 08/21/2027