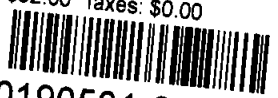


THIS INSTRUMENT PREPARED BY:
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AMENDMENT TO THE BY-LAWS
OF
RIVER PLANTATION
(SECTION EIGHT, PHASE II)

THIS AMENDMENT TO THE BY-LAWS OF RIVER PLANTATION (SECTION EIGHT, PHASE II) (this "Amendment to the By-laws") is entered into and made effective as of the *first* day of *May*, 2019 (the "Effective Date"), by the RIVER PLANTATION SECTION EIGHT PHASE II OWNERS ASSOCIATION, INC., a Tennessee not-for-profit corporation (the "Association").

WITNESSETH:

WHEREAS, on December 3, 1987 the Developer, Haury and Smith Contractors, Inc., recorded that certain Master Deed for River Plantation, Section Eight, Phase II, of record in Book 7417, Page 396, of which the By-laws of River Plantation Section Eight, Phase II were appended in Book 7417, Page 413 in the Register's Office for Davidson County, Tennessee (the "By-Laws") for the purpose of establishing a general plan and common scheme for the improvement of the property comprising the River Plantation, Section Eight Phase II; and

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

WHEREAS, the Secretary of the Association has certified that co-owners owning at least sixty- seven percent (67%) of the existing units in River Plantation, Section Eight, Phase II affirmatively cast their votes to amend the By-Laws.

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

1. The By-Laws shall be amended by deleting Article V, Section 12(e), and replacing Article V, Section 12(e) with the following:

Section 12

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

(i) **Definition:** "Leasing," for the purposes of this By-Laws is defined as regular, exclusive occupancy of a Unit by any Person other than the Owner. For purposes hereof, occupancy by a roommate of an Owner who occupies the Unit as such Owner's primary residence shall not constitute "leasing" hereunder.

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

(iii) **Leasing Permits.**

(A) The request of a Unit Owner for a Leasing Permit for a Unit shall be approved if the Unit Owner has continuously and physically resided in the Unit for at least twelve (12) months prior to the request, and current, outstanding Leasing Permits have not been issued for more than sixteen (16) Units in the Condominium.

(B) Notwithstanding the foregoing, a Leasing Permit shall be automatically revoked upon the happening of any of the following events, the sale or transfer of the Unit to a third party.

(C) If current Leasing Permits have been issued to sixteen (16) Units in the Condominium, no additional Leasing Permits shall be issued (except for Hardship Leasing Permits) until the number of outstanding current Leasing Permits falls below the sixteen (16) Units in the Condominium. An Owner of a Unit who has been denied a Leasing Permit shall automatically be placed on a waiting list for a Leasing Permit and shall be issued the same if they so desire when the number of current outstanding Leasing Permits issued falls to less than sixteen (16) Units in the Condominium. The issuance of a Hardship Leasing Permit to an Owner of a Unit shall not cause the Owner of a Unit to be removed from the waiting list for a Leasing Permit.

(D) Grandfather Provision. Notwithstanding anything to the contrary contained herein, any Owner of a Unit who is renting their Unit at the time this Amendment is recorded in the Register's Office for Davidson County, Tennessee, shall be able to continue renting their Unit, even if the number of rental units exceed sixteen (16) Units. No new Leasing Permit may be issued until the number of current outstanding Leasing Permits issued falls to less than sixteen (16) Units in the Condominium.

(iv) Hardship Leasing Permits. If the failure to lease will result in a hardship, the Unit Owner may seek to lease on a hardship basis by applying to the Board for a "Hardship Leasing Permit". Permission to lease will be granted at the sole discretion of the Board. Such a permit, upon its issuance, will allow a Unit Owner to lease his or her Unit provided that such Leasing is in strict accordance with the terms of the permit and this paragraph. All Hardship Leasing Permits shall be valid only as to a specific Unit Owner and Unit and shall not be transferable. Application for Hardship Leasing Permits shall be made in writing to the Board. A request for a hardship exception will require that unit owners provide written documentation substantiating the reason they require to rent their unit due to hardship. The Board shall have the authority to issue or deny requests for Hardship Leasing Permits in its discretion after considering the following factors: (1) the nature, degree, and likely duration of the hardship, (2) the harm, if any, which will result to the Condominium if the permit is approved, (3) the number of Hardship Leasing Permits which have been issued to other Unit Owners, (4) the Unit Owner's ability to cure the hardship, and (5) whether previous Hardship Leasing Permits have been issued to the Unit Owner. "Hardship" as described herein shall mean: (1) a Unit Owner must relocate his or her residence outside Nashville, Tennessee area and cannot, within six (6) months from the date that the Unit was placed on the market, sell the Unit except at a price below the current appraised market value, after having made reasonable efforts to do so; and (2) the sudden relocation of the Unit Owner to a new out-of-town job location or the deployment of a member of the active military, or the Unit Owner temporarily relocates, and intends to return to reside in the Unit. Hardship Leasing Permits shall be valid for a term not to exceed one (1) year and cannot be renewed or extended except for the deployment of active military. Hardship Leasing Permits shall be automatically revoked if during the term of the permit, the Unit Owner is approved for and receives a Leasing Permit. Renters of Units granted a Hardship Leasing Permit must follow the Rules and Regulations of our Section otherwise the Hardship Leasing Permit will be revoked. The maximum number of units that may be leased due to a hardship exemption is 5.

(v) Exemption. An exemption will be made for a Unit Owner who leases or permits an immediate family member (spouse, parent, sibling, or child) to live in the unit. An exemption will be made for an Unit Owner that is a trust at the

time this Amendment is recorded in the Register of Deeds Office for Davidson County Tennessee to be able to lease their Unit. A request for exemption must be made to the Board. This exemption must be renewed annually.

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

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

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

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

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

By-laws, and rules and regulations adopted pursuant thereto. Violations of association rules and regulations and bylaws are grounds for eviction of the tenant. The lease should also specify that, while landlords are responsible for ensuring that their tenants obey Association rules, the Board for the Association has the authority to evict problem tenants if the landlord fails to do so. The Board can assess the eviction cost to the rental Owner.

(C) Enforcement. If the lessee, or a person living with the lessee, violates the Master Deed, By-laws, or a rule or regulation for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee, and such fine may be assessed against the lessee. If the fine is not paid by the lessee within the time period set by the Board, the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Unit.

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

[SIGNATURE PAGE TO FOLLOW]

